



**The Meadows of Laurel  
Stage 22 – Phase 4 Public Lot Draw  
Sale and Sustainable Development Agreement**

**THIS AGREEMENT made in triplicate this 19<sup>th</sup> day of April, 2022.**

**BETWEEN:**

**THE CITY OF EDMONTON**  
(the “City”)

- and -

«First\_Name\_1» «Last\_Name\_1»  
and  
«First\_Name\_2» «Last\_Name\_2»  
and  
«First\_Name\_3» «Last\_Name\_3»  
(the “Buyer”)

A. The City is the registered owner of that certain parcel of land, together with all improvements thereon, and being legally described as:

PLAN «Plan»  
BLOCK «Block»  
LOT «Lot»

EXCEPTING THEREOUT ALL MINES AND MINERALS

All as legally described on certificate of title # «Title\_Number» (the “Sale Land”).

B. The City has agreed to sell to the Buyer and the Buyer has agreed to purchase from the City, the Sale Land in accordance with the terms and conditions stated in this Agreement.

C. The City desires to restrict the development of the Sale Land so as to ensure the development of the Sale Land in accordance with the Sustainability and Architectural Design Guidelines, being attached as Schedule “C” (the “Design Guidelines”);

D. The Buyer has agreed with the City to construct a single detached housing development (the “Development”) on the Sale Land in accordance with the Design Guidelines and in all respects to abide by and to be bound by the Design Guidelines.

IN CONSIDERATION OF the sale of the Sale Land to the Buyer and the payment of the Sale Price to the City, the City and the Buyer agree as follows:

«File\_» - Lot «Lot», Block «Block»

## 1. Sale Price and Default

1.1 The Buyer shall purchase the Sale Land from the City and the City shall sell the Sale Land to the Buyer for the sum of «Upper\_Case\_Lot\_Price\_» («Lot\_Price») DOLLARS plus GST, in the amount of «Uppercase\_GST» («GST») DOLLARS for a total of «Sales\_Price\_Words» («Final\_Sales\_Price») DOLLARS (the “**Sale Price**”) and upon the terms and conditions stated in this Agreement. The Sale Price shall be paid in the following manner:

- (a) «Deposit\_Amount», to be paid by a certified cheque to the City as a deposit concurrently with the delivery to the City of this Agreement executed by the Buyer (the “**Deposit**); and
- (b) «Final\_Payment\_», being the balance to be paid by solicitor’s trust cheque on the Closing Date.

1.2 All sums of money which become due and owing by virtue of this Agreement shall be paid by the Buyer at the address for notice for the City as stated in section 12.1. All overdue payments of the Sale Price or other sums of money which become due and owing by virtue of this Agreement shall be charged interest at the rate of eighteen (18%) per cent per annum, compounded annually.

1.3 The City shall be at liberty to register a caveat against title to the Sale Land evidencing the City’s status as an unpaid vendor. Upon payment in full of the Sale Price plus any other monies due to the City under this agreement, the City shall discharge the aforementioned caveat.

## 2. Condition Precedent

2.1 Notwithstanding any term or condition in this Agreement, the sale by the City to the Buyer of the Sale Land is expressly subject to and conditional upon the Buyer conducting such independent soil and geotechnical tests as may be required to prove to the satisfaction of the Buyer that the Sale Land is in a state satisfactory for the Buyer’s proposed development of the Sale Land (the “**Soils Condition**”). The Soils Condition is to be fulfilled or waived on or before the **1<sup>st</sup> day of June, 2022**, or such other date as the City and the Buyer may agree in writing (the “**Soils Condition Date**”).

2.2 If the Soils Condition is not fulfilled or waived on or before the Soils Condition Date, then:

- (a) this Agreement shall be deemed to have been mutually terminated by the City and the Buyer;
- (b) the Deposit and the Performance Fees shall be returned to the Buyer, less any and all earned interest on the Deposit or the Performance Fees, which shall be to the benefit of the City and less any amounts of the Deposit or the Performance Fees needed by the City to restore the Sale Land;

- (c) upon return of the Deposit and the Performance Fees (or any portion thereof) to the Buyer, all rights and obligations of the City and the Buyer pursuant to this Agreement shall be at an end except as otherwise stated in this Agreement;
- (d) the Buyer shall promptly discharge any caveat, encumbrance, lien, charge or other instrument which the Buyer may have registered or caused to be registered against the title to the Sale Land; and
- (e) the Buyer shall not have any further obligation or liability to the City and the City shall have no further rights as against the Buyer, including any claim to damages, save for the provisions of sections 2.2(d), 2.6 and 8.1.

2.3 If the Soils Condition is fulfilled or waived on or before the Soils Condition Date, but the Buyer fails to complete the purchase of the Sale Land in the manner and on the date as provided for in this Agreement, otherwise than as a result of the City's default, then:

- (a) the Deposit and the Performance Fees and all earned interest on the Deposit and the Performance Fees shall be immediately forfeited to the City as liquidated damages and not as a penalty;
- (b) the interest of the Buyer in the Sale Land as created by this Agreement shall terminate without any legal proceedings being taken or other act being performed by the City;
- (c) the Buyer shall promptly discharge any caveat, encumbrance, lien, charge or other instrument which the Buyer may have registered or caused to be registered against the title to the Sale Land; and
- (d) the Sale Land shall revert to and revest in the City and the City shall not have any further obligation or liability to the Buyer with respect to the Sale Land.

2.4 All costs incurred by the Buyer with respect to the conduct and fulfilment of the Soils Condition shall be solely at the Buyer's expense.

2.5 The Soils Condition is for the sole benefit of the Buyer and may only be waived by the Buyer in writing.

2.6 The Buyer shall promptly provide copies to the City of all soils and geotechnical tests and reports that the Buyer commissions or obtains with respect to the Sale Land (except for those obtained from the City), and shall give the City prompt notice of any subsurface irregularities or defects with regard to the Sale Land that the Buyer becomes aware of.

### **3. Conveyance of Sale Land**

3.1 The closing of the sale of the Sale Land shall be completed on the **30<sup>th</sup> day of June, 2022** or such other date as the City and the Buyer may agree in writing (the "**Closing Date**").

3.2 On the Closing Date and on payment by the Buyer of the Sale Price, the City shall deliver to the Buyer a transfer of land for the Sale Land. All fees payable in connection with the registration of the transfer of land are to be paid by the Buyer.

3.3 Upon registration of the transfer of land at the appropriate Land Titles Office, title to the Sale Land shall issue in the name of the Buyer, subject only to:

- (a) the following existing registrations:  
«URWS»
- (b) the Caveat to be registered by the City to protect its right under that certain Buy Back Option Agreement dated the same date as this Agreement and to be entered into between the City and the Buyer;
- (c) the conditions and reservations expressed in the original grant thereof from the Crown and in present existing certificate of title for the Sale Land;
- (d) any conditions, reservations, rights or estates or interests as provided for under s. 61(1) of the Land Titles Act, R.S.A. 2000 Ch. L-4, and any amendments thereto; and
- (e) such caveats, encumbrances, liens, charges or instruments as may have been made or caused to be made by the Buyer.

3.4 If the Buyer notifies the City prior to the Closing Date that the Buyer will be closing the purchase of the Sale Land with one or both of:

- (a) the proceeds of a mortgage to be registered against the title to the Sale Land;
- (b) the use of title insurance with “gap” coverage;

then, trust conditions acceptable to the City’s solicitor shall be entered into to permit and facilitate the registration of such mortgage at the time of the registration of the transfer of land and/or the use of title insurance with “gap” coverage (as the case may be).

#### **4. Possession**

4.1 On the Closing Date, the City shall provide possession of the Sale Land to the Buyer. The Sale Land shall be at the risk of the City until the Closing Date and from the Closing Date thereafter at the risk of the Buyer. The parties acknowledge and agree that as at the Closing Date the City shall have no further obligation or liability to the Buyer regarding the Sale Land whatsoever. For further clarity, all risk and liability regarding the Sale Land shall become the sole responsibility of the Buyer as at the Closing Date, notwithstanding that title to the Sale Land may not yet be registered with the appropriate Land Titles Office in the name of the Buyer, and the Buyer agrees to indemnify and save harmless the City from and against all liability, fines, penalties, damages, costs, expenses and interest, including legal fees and disbursements on a solicitor and client full indemnity basis, which the City incurs or may incur as a result of or in connection with the Sale Land from and after the Closing Date

4.2 From and after the Closing Date, the Buyer shall be responsible for the payment of all taxes, rates, levies, charges, local improvement charges, assessments, utility charges and hook-up fees, with respect to the Sale Land. All adjustments for rent, security deposits or other profits or

«File\_» - Lot «Lot», Block «Block»

items commonly adjusted on a sale of real property with respect to the Sale Land shall be made as of the Closing Date.

4.3 The Buyer hereby expressly acknowledges that the Buyer is aware of the provisions of the Design Guidelines and agrees to be bound by all of the covenants and obligations therein as of and after the Closing Date.

## 5. Development

5.1 As additional consideration for the sale of the Sale Land by the City to the Buyer, the Buyer shall:

- (a) prior to commencement of construction of the Development, obtain the written approval of the City or the Design Review Consultant (as defined in the Design Guidelines) of the plans and specifications for the Development (the “**Plan**”) as set out in section 3 of the Design Guidelines;
- (b) commence to construct the Development within six (6) months of the Closing Date;
- (c) substantially complete the construction of the Development within fifteen (15) months of the Closing Date (the “**Development Completion Date**”). In the event that the Development Completion Date falls within the period from November 1<sup>st</sup> to June 30<sup>th</sup>, then the Development Completion Date shall be extended to the immediately following July 31<sup>st</sup>;
- (d) construct the Development on the Sale Land in accordance with:
  - (i) this Agreement;
  - (ii) the Design Guidelines, including without limitation, obtaining the Sustainable Certification (as defined in section 4.1 of the Design Guidelines);
  - (iii) the Plan as approved by the City or the Design Review Consultant in accordance with section 3 of the Design Guidelines;
  - (iv) the existing RSL zoning for the Sale Land; and
  - (v) all applicable federal, provincial and municipal laws, regulations and codes, including, without limitation, the Alberta Building Code;
- (e) upon completion of the Development, obtain a final lot grading approval pursuant to the *Drainage Bylaw Number 18093* for the Sale Land; and
- (f) ensure that no writs of enforcement, buyers’ liens or other charges (“**Charges**”) whatsoever are filed against the Sale Land prior to the Closing Date, and promptly discharge any Charges so registered.

5.2 The Buyer and the City acknowledge and agree that the City’s approval of the Plans is strictly limited to an approval of the Buyer’s adherence to the Design Guidelines, and such approval is not, and shall not be deemed or construed as, an approval of, without limitation, compliance with municipal bylaws, building code or other applicable laws, regulations,

guidelines, codes or policies, nor the suitability of the Development with soil or subsurface conditions of the Sale Land.

5.3 For the purposes of this Agreement, the term “**commence to construct**” shall mean the construction of all footings and foundations for the Development and the term “**substantially complete**” shall mean the construction of all required interior and exterior finishing for the Development and yard landscaping, including the adjacent roadway boulevard, all in accordance with the Plan and the Design Guidelines and all as certified by the Design Review Consultant.

5.4 Notwithstanding anything to the contrary in this Agreement, the Buyer shall not commence any development, including without limitation any excavation activity, on the Sale Land until on or after the Closing Date and unconditional payment of the Sale Price by the Buyer to the City.

5.5 The Buyer expressly acknowledges and agrees that the requirement that the Buyer participate in the Built Green, NRCAN and/or the EnerGuide program as described in the Design Guidelines is to the benefit of the Buyer, and that the City makes no warranty or representation as to the content of the Built Green, NRCAN and/or EnerGuide program or any other program referenced in the Design Guidelines whatsoever; nor shall the City be deemed or construed hereunder as approving or endorsing any such programs to the Buyer. The Buyer shall be solely responsible for ensuring the suitability of such programs to the Development.

## 6. Performance Fees

6.1 For the better securing of the performance by the Buyer of the terms and conditions of this Agreement and as additional consideration for the sale of the Sale Land by the City, the Buyer shall provide to the City, concurrently with the delivery to the City of this Agreement executed by the Buyer:

- (a) a cheque, cash payment or such other security as is acceptable to the City, for an amount of Ten Thousand (\$10,000.00) Dollars (the “**Design Guidelines and Sustainable Certification Performance Fee**”); and
- (b) a cheque, cash payment or such other security as is acceptable to the City, for an amount of Five Thousand (\$5,000.00) Dollars (the “**Damage Performance Fee**”);

(collectively the Design Guidelines and Sustainable Certification Performance Fee and the Damage Performance Fee are referred as the “**Performance Fees**”).

### Design Guidelines and Sustainable Certification Performance Fee

6.2 If the Buyer shall default in any of its obligations under section 5.1, then the Design Guidelines and Sustainable Certification Performance Fee shall be forfeited to the City and may be retained by the City in whole or in part, not as a penalty but as liquidated damages.

6.3 If all or part of the Design Guidelines and Sustainable Certification Performance Fee is forfeited by the Buyer, the City shall be under no obligation to expend any portion of the Design Guidelines and Sustainable Certification Performance Fee for the purpose of carrying out of the obligations of the Buyer relating to the Design Guidelines or pursuant to this Agreement, however, should the City do so, the Buyer shall promptly top up the Design Guidelines and

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Sustainable Certification Performance Fee to the full amount required under this Agreement. Provided further, notwithstanding a forfeiture of the Design Guidelines and Sustainable Certification Performance Fee by the Buyer, nothing herein shall preclude the City from exercising any other right, pursuing any other remedy or maintaining any action to which the City may otherwise be entitled either at law or in equity, with respect to the enforcement of the terms and conditions of this Agreement.

6.4 Provided the Buyer is not in default of its obligations contained in section 5.1 and the Design Guidelines and the Sustainable Certification Performance Fee has not been forfeited to the City, the Buyer may submit the following to the Design Review Consultant on or before the Development Completion Date:

- (a) a completed application for final review in the form attached to the Design Guidelines as Appendix F;
- (b) a final lot grading approval pursuant to the *Drainage Bylaw Number 18093* for the Sale Land;
- (c) an Energuide certification label confirming the Development has been constructed in accordance with the Sustainable Certification; and
- (d) a Built Green® Canada label confirming that the Development has been constructed in accordance with the Sustainable Certification;

(collectively the “**Application for Final Review**”).

If the Buyer fails to submit a complete Application for Final Review to the Design Review Consultant on or before the Development Completion Date, the Design Guidelines and Sustainable Certification Performance Fee shall be forfeited to the City and may be retained by the City in whole or in part, not as a penalty but as liquidated damages.

6.5 Upon the Design Review Consultant’s receipt of a fully completed Application for Final Review on or before the Development Completion Date, the City or the Design Review Consultant will complete a review and inspection to determine whether the Development has been constructed in accordance with section 5.1. The Buyer acknowledges and agrees that such reviews will only be conducted by the City or the Design Review Consultant between May 1st and October 15th.

6.6 If the City’s inspection determines:

- (a) that the Development has been constructed in accordance with section 5.1, then the Design Guidelines and Sustainable Certification Performance Fee, less any earned interest, shall be returned to the Buyer;
- (b) that the Development was not constructed in accordance with section 5.1, the City or the Design Review Consultant shall issue a notice of deficiency (the “**Notice of Deficiency**”) to the Buyer. Provided that all deficiencies in the Notice of Deficiency are rectified, the Buyer may submit a second fully completed Application for Final Review along with any applicable design review fees as set out in section 3.6 of the Design Guidelines on or before the date that is sixty (60)

days following the date of the Notice of Deficiency and the City or the Design Review Consultant will conduct a second and final review and inspection to determine whether the Development was constructed in accordance with section 5.1. If the Buyer fails to submit the second fully completed Application for Final Review and the applicable design review fees on or before the date that is sixty (60) days following the date of the Notice of Deficiency or if the City's second inspection determines that the Buyer has failed to rectify all deficiencies in the Notice of Deficiency, then the Design Guidelines and Sustainable Certification Performance Fee shall be forfeited to the City and may be retained by the City in whole or in part, not as a penalty but as liquidated damages.

6.7 The Buyer acknowledges and agrees with the City that the Design Guidelines and Sustainable Certification Performance Fee is in addition to and not in place of any other performance fee, guarantee or security as may be required to be paid or placed by the Buyer pursuant to this Agreement, any development approval or building permit as may be required pursuant to the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended, or any other law in force in the Province of Alberta.

#### **Damage Performance Fee**

6.8 The Buyer shall provide a completed lot damage statement in the form attached to this Agreement as Schedule "A", along with pictures evidencing pre-existing damage to the municipal improvements (if any) and a marked up plot plan indicating the location of such pre-existing damage (collectively the "**Lot Damage Statement**") to the City on or before the date that is 10 business days following the Closing Date (the "**Lot Damage Statement Date**"). Notwithstanding anything to the contrary herein, the Buyer expressly acknowledges and agrees that if the Buyer fails to provide a completed Lot Damage Statement to the City on or before the Lot Damage Statement Date, then any damages to the municipal improvements shall be deemed to have occurred after the Closing Date and the Damage Performance Fee may be forfeited to the City for any and all damage to the municipal improvements in accordance with section 6.9.

For the purposes of this Agreement, the term "**municipal improvements**" shall mean all municipal improvements and infrastructure located immediately adjacent to the Sale Land which, without limiting the generality of the foregoing includes, streets, alleys, sidewalks, pathways, curbs, gutters, light standards, signage, fire hydrants, curb stop water valves, bollards, barricades, landscaping, trees, shrubs, sod, soil, seed, utility pipes (storm, sanitary, and water), cathodic protection points, electrical and communication wiring/cable, pedestals, transformers, vaults, gas lines, fencing, grading and grass or concrete drainage swales.

6.9 Provided that the Buyer has completed construction of the Development on or before the Development Completion Date and upon issuance of final acceptance certificates for all of the municipal improvements the City or the Design Review Consultant shall carry out an inspection of the municipal improvements. If the City or the Design Review Consultant's inspection determines:

- (a) that any municipal improvements are damaged or have been removed, and such damage or removal is not recorded on the Lot Damage Statement, then the Damage Performance Fee shall be forfeited to the City and may be retained by the City in whole or in part not as a penalty but as liquidated damages;



- (b) that no municipal improvements have been damaged or removed, then the Damage Performance Fee, less any interest, shall be returned to the Buyer on or before the date that is one year following the issuance of final acceptance certificates for all of the municipal improvements to the City.

6.10 The City may, but shall be under no obligation to, perform periodic inspections of the municipal improvements prior to completing the final inspection in accordance with section 6.9. If after completing such inspections the City determines that any municipal improvements are damaged or have been removed, and such damage or removal is not recorded on the Lot Damage Statement, the City may, but shall be under no obligation to expend any portion of the Damage Performance Fee for the purpose of rectifying the damage or removal of the municipal improvements and should the City do so, the Buyer shall promptly top up the Damage Performance Fee to the full amount required under this Agreement.

6.11 Notwithstanding a forfeiture of the Damage Performance Fee by the Buyer in accordance with section 6.9 or 6.10, nothing herein shall preclude the City from exercising any other right, pursuing any other remedy or maintaining any action against the Buyer to which the City may otherwise be entitled either at law or in equity, with respect to any damages caused to the municipal improvements that exceeds the sum of the Damage Performance Fee or the enforcement of the terms and conditions of this Agreement.

6.12 The Buyer acknowledges and agrees with the City that the Damage Performance Fee is in addition to and not in the place of any other performance fee, guarantee or security as may be required to be paid or placed by the Buyer pursuant to this Agreement, any development approval or building permit as may be required pursuant to the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended, or any other law in force in the Province of Alberta.

## **7. Warranties and Representations**

7.1 Notwithstanding any term or condition in this Agreement, the Buyer shall purchase the Sale Land on the understanding and agreement that:

- (a) there are no agreements, conditions, warranties or representations relating to the Sale Land, other than as stated in this Agreement and in particular this section;
- (b) except as provided in this section, the City makes no warranty or representation with respect to:
  - (i) the quality, condition or sufficiency of the Sale Land for any use or purpose;
  - (ii) the adequacy of any and all utility services either to or on the Sale Land;
  - (iii) the absence or presence of hazardous substances in, on or under the Sale Land; or
  - (iv) the compliance of the Sale Land with any municipal laws;
- (c) the Sale Land is being sold to the Buyer on a strictly “as is, where is” basis and the Buyer shall acquire the Sale Land at its own risk, with all faults and imperfections whatsoever, including without limitation:

- (i) any encroaching improvements onto or from the Sale Land or onto or from adjacent lands;
  - (ii) the presence of any hazardous substances in, on or under the Sale Land; or
  - (iii) the soil and subsurface conditions of the Sale Land;
- (d) the Buyer shall have satisfied itself as to the condition of the Sale Land and the fitness for its intended use.

7.2 The term “**hazardous substances**” includes but is not limited to, biological materials and agents (whether hazardous, in fact, or not), petroleum products and by-products, any contaminants, pollutants, dangerous substances, hauled liquid wastes, toxic substances, industrial wastes, hazardous wastes, hazardous materials, hazardous chemicals, and hazardous substances as defined in any federal, provincial or municipal legislation.

## 8. Rights of Entry

8.1 Subject to section 5.4, upon the date of execution of this Agreement by the City and the Buyer, the Buyer shall be granted a right of entry to the Sale Land (the “**Buyer Right of Entry**”), for the purposes of erection of permitted signs, carrying out surveys, environmental tests and studies, soil tests, and geotechnical tests (which may include bore test holes) which will enable the Buyer to appraise the Sale Land for its proposed development. The Buyer shall indemnify and save harmless the City from and against any and all claims, liabilities and damages which may arise from any act or omission of the Buyer, its employees, agents or contractors as a result of the granting of the Buyer Right of Entry. If the sale of the Sale Land is not completed on the Closing Date, then the Buyer shall upon the written request of the City, restore the Sale Land back to the state in which it existed prior to the exercising of the Buyer Right of Entry. The costs of the restoration shall be at the sole expense of the Buyer and shall be completed within thirty (30) days from the date of the receipt by the Buyer of the City’s written request.

8.2 Upon the date of execution of this Agreement by the City and the Buyer, the City shall be granted a right of entry to the Sale Land (the “**City Right of Entry**”) effective as of the Closing Date, for the purposes of:

- (a) conducting inspections of the municipal improvements; and
- (b) repairing any damages noted as a result of inspections of the municipal improvements.

The City shall indemnify and save harmless the Buyer from and against any and all claims, liabilities and damages which may arise from any act or omission of the City, its employees, agents or contractors as a result of the granting of the City Right of Entry.

## 9. Taxes

9.1 All taxes or assessments in the nature of sales taxes, goods and services taxes or value-added taxes which may be charged, levied, or assessed as a result of this Agreement and the sale of the Sale Land (the “G.S.T.”), shall be the responsibility of the Buyer. In the event that the Buyer is a registrant, and has the obligation to pay the G.S.T directly to the relevant taxing authority, then the Buyer shall indemnify and save harmless the City from any claims, liabilities or damages which the City may incur in regards to the payment by the Buyer of the G.S.T. Subject to section 12.5, if the Buyer nominates another party as transferee or assigns this

Agreement, the nominee or assignee's registration number shall be provided by the Buyer to the City; failing which G.S.T. shall be due and payable on the Closing Date. If the Buyer, the nominee or assignee is not a registrant pursuant to the applicable tax legislation, the G.S.T. shall be due and payable on the Closing Date.

## **10. Buy Back Option**

10.1 As further consideration for the sale of the Sale Land to the Buyer, the Buyer shall grant to the City the Buy Back Option in the form attached hereto as Schedule "B" (the "**Buy Back Option**"). The Buyer shall deliver three (3) duly executed copies of the Buy Back Option to the City concurrently with executed copies of this Agreement.

10.2 The City shall be permitted to register the Buy Back Option on title to the Sale Land prior to the Closing Date and the Buy Back Option shall become a permitted encumbrance.

## **11. No Model or Show Home**

11.1 Notwithstanding any term or condition contained in this Agreement, and as further consideration for the sale of the Sale Land from the City to the Buyer as contemplated herein, the Buyer shall not construct upon, nor operate a model or show home on the Sale Land. In particular and without restricting the foregoing, the Buyer shall not:

- (a) at any time prior to the transfer of the Sale Land to a prospective purchaser furnish the Development contemplated to be constructed on the Sale Land;
- (b) post any signage on the Sale Land other than a "For Sale" sign normally posted to assist in the selling of a home (any "For Sale" sign posted on or in front of the Development constructed on the Sale Land shall not exceed thirty (30) inches by twenty four (24) inches in size); or
- (c) allow or operate more than one open house per week.

11.2 In the event that the Buyer shall breach any of the provisions of section 11.1, then, without restricting any other rights which the City may have as against the Buyer with respect to such breach, the sum of Three Thousand (\$3,000.00) Dollars being part of the Performance Fees, shall be immediately forfeited to the City as liquidated damages, and not as a penalty.

## **12. General**

12.1 Any notices that may be necessary to be sent to the Buyer shall be mailed, emailed or delivered to the following address:

Buyers Address:

«First\_Name\_1» «Last\_Name\_1» and «First\_Name\_2» «Last\_Name\_2» and  
«First\_Name\_3» «Last\_Name\_3»  
«Address»  
«City», «Province»  
«Postal\_Code»  
Attention: «First\_Name\_1» «Last\_Name\_1»  
Email: «Email»

and in the case of the City, by mailing, emailing or delivering any notices to the following address:

Financial and Corporate Services, Real Estate  
10th Floor, Edmonton Tower  
10111-104 Avenue NW  
Edmonton, Alberta T5J 0J4

Attention: Sharon Swischook  
Email: [propertysales@edmonton.ca](mailto:propertysales@edmonton.ca)

12.2 The City in entering into this Agreement is doing so pursuant to its powers under the *Municipal Government Act*, R.S.A. 2000 Ch. M-26, and any amendments thereto, and nothing in this Agreement shall constitute the granting by the City of any approval or permit as may be required pursuant to the said *Municipal Government Act* and any other legislation in force in the Province of Alberta. The City, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the City, its municipal council, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a municipal council and as the officers, servants and agents of a municipal government.

12.3 This Agreement will not be modified, varied or amended except by an instrument in writing signed by the parties hereto. Further, the waiver of any term or condition of this Agreement shall be in writing.

12.4 The terms and conditions of this Agreement shall continue beyond the closing of the sale of the Sale Land to the Buyer and they shall not merge with the transfer of the Sale Land.

12.5 The terms and conditions of this Agreement shall be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the City and the Buyer. The Buyer acknowledges that the Buyer was chosen to purchase the Sale Land through a lot draw process and the protection of the integrity of the lot draw process is of fundamental importance to the City. Accordingly, prior to the Closing Date, the Buyer shall not assign its interest in the Sale Land, without the written consent of the City, which consent is at the sole and unfettered discretion of the City. If the City has not provided its written consent to an assignment, the City shall be under no obligation to transfer the Sale Land to any other party other than the Buyer.

12.6 This Agreement (including the attached schedules) is the entire agreement between the parties with regard to the matters dealt with in it, and there are no understandings or agreements, representations, warranties, conditions or collateral terms, verbal or otherwise, existing between «File\_» - Lot «Lot», Block «Block»

the parties except as expressly set out in this Agreement. The consideration stated herein is the sole consideration and inducement for the execution of this Agreement.

12.7 The insertion of headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of the Agreement.

12.8 Time is to be considered of the essence of this Agreement and therefore, whenever in this Agreement either the City or the Buyer is required to do something by a particular date, the time for the doing of the particular thing shall only be amended by written agreement of the City and the Buyer.

12.9 In reading and interpreting this Agreement:

- (a) the word “**Buyer**” shall be read and interpreted as in the plural instead of the singular number, if there is more than one buyer named, the terms and conditions of this Agreement shall bind the buyers individually as well as jointly;
- (b) the masculine gender shall include the feminine or a body corporate where in this Agreement, the context or the parties require;
- (c) the word “**shall**” is to be read and interpreted as mandatory and the word “**may**” is to be read and interpreted as permissive; and
- (d) any bolding or capitalization of portions of this Agreement have been inserted for emphasis only and are not to be construed as affecting the interpretation or construction of this Agreement.

12.10 All of the Schedules to this Agreement are hereby expressly incorporated into and form part of this Agreement. The Schedules to this Agreement are as follows:

Schedule “A” - Lot Damage Statement  
Schedule “B” - Buy Back Option  
Schedule “C” - Design Guidelines

12.11 The City is a licensed Real Estate Brokerage in the Province of Alberta.

*Remainder of page intentionally left blank*

12.12 This Agreement may be executed in any number of counterparts, and may be delivered originally, by facsimile, or by electronic transmission in Portable Document Format (“PDF”) and each such original, facsimile copy or PDF copy, when so executed and delivered, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Agreement at the City of Edmonton, in the Province of Alberta, on the day and year first above written.

APPROVED:

THE CITY OF EDMONTON, as represented by the Director, Property Transactions, Real Estate, Financial and Corporate Services

AS TO CONTENT: \_\_\_\_\_

Per: \_\_\_\_\_  
BARTOSZ JAROCKI (Seal)

BUYER:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: «First\_Name\_1» «Last\_Name\_1»

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: «First\_Name\_2» «Last\_Name\_2»

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: «First\_Name\_3» «Last\_Name\_3»

AFFIDAVIT OF EXECUTION

CANADA )  
PROVINCE OF ALBERTA )  
TO WIT )

I, \_\_\_\_\_  
of the City of Edmonton,  
in the Province of Alberta  
MAKE OATH AND SAY:

1. THAT I was personally present and did see «First\_Name\_1» «Last\_Name\_1» and «First\_Name\_2» «Last\_Name\_2» and «First\_Name\_3» «Last\_Name\_3» named in the within instrument who is/are personally known to me to be the persons named therein, duly sign and execute the same for the purposes named therein;

2. THAT the same was executed at the City of Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto;

3. THAT I know the said «First\_Name\_1» «Last\_Name\_1» and «First\_Name\_2» «Last\_Name\_2» and «First\_Name\_3» «Last\_Name\_3» and he/she/they is/are in my belief of the full age of eighteen (18) years.

SWORN BEFORE ME )  
at the City of Edmonton )  
in the Province of Alberta )  
this day of )  
2022. )  
)  
)  
)  
)  
)  
)

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
A Commissioner for Oaths  
in and for Alberta  
Commission expires

**SCHEDULE "A"  
LOT DAMAGE STATEMENT**

Subdivision: **The Meadows of Laurel - Phase 4**

Legal Description: Lot / Block / Plan: «Lot» / «Block» / «Plan»

Municipal Address: «Unit» - «Street Ave»

Date of Inspection: \_\_\_\_\_

**Lot Damage Statement Package Checklist**

Item	Description	Check if Supplied	# of pictures provided
Lot Damage Statement Form	Page 1 of Schedule "A" - Lot Damage Statement must be filled out (in its entirety) and returned	<input type="checkbox"/>	n/a
Plot Plan identifying location of damage	Must clearly identify the location of pre-existing damage(s) with a reference number (Ref. #) that matches the description of damage(s) below and the picture showing the damage.	<input type="checkbox"/>	n/a
Pictures clearly showing damage(s)	Pictures must clearly show damage(s), be labelled with a corresponding reference number (Ref. #) that matches the plot plan and description of damage(s) below and be dated.	<input type="checkbox"/>	

**Description of Pre-Existing Damages**

Municipal Improvement	Description of Damages (Leave blank if no damages)	Picture and Plot Plan Ref #
Concrete Sidewalk / Asphalt Walkways		
Concrete Curb & Gutter		
Concrete / Grass Swale		
Streetlights		
Pedestals, Vaults, Transformers		
Fire Hydrants		
Water Curb Cocks (CC valves)		
Underground Utilities (sewers, water, power, gas, communication)		
Adjacent landscaping (Trees/shrubs, grass, etc.)		
Developer provided fencing		

DATED at \_\_\_\_\_, Alberta, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BUYER:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: «First\_Name\_1» «Last\_Name\_1»

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: «First\_Name\_2» «Last\_Name\_2»

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: «First\_Name\_3» «Last\_Name\_3»

\*By signing this document, I acknowledge that the information I have provided is accurate and I have read and understand the information presented in *Schedule "A" - Lot Damage Statement*

«File\_» - Lot «Lot», Block «Block»



**Buy Back Option Agreement  
The Meadows of Laurel**

**SCHEDULE “B”**

THIS BUY BACK OPTION AGREEMENT made this 19<sup>th</sup> day of April, 2022

BETWEEN:

**THE CITY OF EDMONTON**  
(the “City”)

- and -

«First\_Name\_1» «Last\_Name\_1»  
and  
«First\_Name\_2» «Last\_Name\_2»  
and  
«First\_Name\_3» «Last\_Name\_3»  
(the “Buyer”)

WHEREAS the City and the Buyer have entered into an Agreement dated the 19<sup>th</sup> day of April, 2022 (the “Sale Agreement”), for the sale by the City to the Buyer of the following land, namely:

PLAN «Plan»  
BLOCK «Block»  
LOT «Lot»

EXCEPTING THEREOUT ALL MINES AND MINERALS

(the “Sale Land”).

AND WHEREAS pursuant to the Sale Agreement, the Buyer agreed with the City to construct the Development on the Sale Land; all in the manner stated in the Sale Agreement.

AND WHEREAS the Buyer is prepared to grant to the City an option irrevocable within the time limited herein for exercise to purchase the Sale Land, in accordance with the terms and conditions as hereinafter stated.

NOW THEREFORE WITNESSES THAT for and in consideration of the sum of ONE (\$1.00) DOLLAR now paid by the City to the Buyer, the receipt of which is hereby acknowledged by the Buyer, and in consideration of the sale of the Sale Land by the City to the Buyer, the Buyer hereby grants to the City an irrevocable option to purchase the Sale Land, in accordance with the following terms and conditions:

1. The purchase price for the Sale Land shall be the sum of «Sales\_Price\_Words» («Final\_Sales\_Price») DOLLARS, less the following sums:

«File\_» - Lot «Lot», Block «Block»

- (a) Any and all sums owed on a mortgage or mortgages registered against the title to the Sale Land;
- (b) Any and all sums necessary to discharge all liens, charges, instruments and encumbrances registered against the title to the Sale Land; and
- (c) The costs, if any, of removing a partially completed Development from the Sale Land and levelling the Sale Land to its original condition at the time of the Buyer's commencing construction of the Development in accordance with the provisions of the Sale Agreement;

(the "**Purchase Price**").

2. The option herein granted may be exercised by the City on the happening of any of the following events:

- (a) The Buyer has failed to commence to construct the Development on the Sale Land in accordance with section 5.1 of the Sale Agreement.
- (b) The Buyer has failed to substantially complete the construction of the Development on the Sale Land in accordance with section 5.1 of the Sale Agreement.

For greater clarity, the terms "**commence to construct**" and "**substantially complete**" shall have the same meaning as in the Sale Agreement.

3. The option herein granted is exercisable by the City in the event of the happening of any of the events as set forth in section 2 hereof, whereby, the City may serve on the Buyer, a thirty (30) days notice in the manner provided for in this Agreement, and upon the expiration of the time limited in such notice and the Buyer, failing to commence to construct or substantially complete the Development on the Sale Land in the manner provided for in section 2 hereof, as the case may be, then the City may at any time thereafter, in its sole and unfettered discretion, on serving a further written notice to the Buyer exercise the option as provided for in this Agreement.

4. The Buyer shall not be entitled to compensation or damages in respect of improvements which the Buyer may have made upon the Sale Land.

5. Upon the option herein granted being exercised, the following shall be the terms of the Agreement of Purchase and Sale of the Sale Land:

- (a) The Closing Date shall be sixty (60) days after the exercise of the option as herein granted, in accordance with section 3.
- (b) The Purchase Price and any adjustments for taxes, rent or any outgoings shall be paid and adjusted on or before 12:00 noon on the Closing Date.
- (c) On or before the Closing Date, the Buyer shall discharge any liens, charges, instruments, mortgages or other encumbrances that the Buyer has caused to be registered against the title to the Sale Land. Provided however, that the Buyer shall not be obligated to discharge any such liens, charges, instruments, mortgages or other encumbrances if the City shall have deducted, in the manner provided for in section 1 hereof, from the Purchase Price as payable by the Buyer pursuant to

this Agreement the appropriate total sums necessary to discharge any such liens, charges, instruments, mortgages or other encumbrances.

(d) Vacant possession of the Sale Land shall be given to the City on the Closing Date.

6. In the event that the Buyer is delayed so as to prevent it from fulfilling its covenants as set forth in section 2 hereof, and such delay is the result of labour disputes, strikes, lock-outs, fire or any cause which in the opinion of the City is beyond the Buyer's control, the Buyer shall be deemed not to be in default and the City shall grant such extension or extensions of the relevant date as shall be reasonable in the circumstances.

7. The City agrees with the Buyer that the City shall postpone its interests under this Agreement in favour of the Buyer's mortgage financing for the construction of the Development on the Sale Land as required pursuant to the Sale Agreement, provided that the Buyer shall deliver to the City a postponement of caveat in a form acceptable to the City's solicitor.

8. The City shall be at liberty to register a caveat against the title to the Sale Land to protect the rights granted to it pursuant to this Agreement. At such time as the Buyer shall substantially complete the Development in the manner required under the Sale Agreement, the City shall discharge any caveat it has registered against the title to the Sale Land for the purpose of protecting the rights granted to it pursuant to the provisions of this Agreement.

9. Any notices that may be necessary to be sent to the Buyer shall be mailed, emailed or delivered to the following address:

«First\_Name\_1» «Last\_Name\_1» and «First\_Name\_2» «Last\_Name\_2» and  
«First\_Name\_3» «Last\_Name\_3»  
«Address»  
«City», «Province»  
«Postal\_Code»

Attention: «First\_Name\_1» «Last\_Name\_1»  
Email: «Email»

and in the case of the City, by mailing, emailing or delivering any notices to the following address:

Financial and Corporate Services, Real Estate  
10th Floor, Edmonton Tower  
10111-104 Avenue NW  
Edmonton, Alberta T5J 0J4

Attention: Sharon Swischook  
Email: [propertysales@edmonton.ca](mailto:propertysales@edmonton.ca)

10. The terms and conditions of this Agreement shall be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the City and the Buyer.

11. Time is to be considered of the essence of this Agreement and therefore, whenever in this Agreement either the City or the Buyer is required to do something by a particular date, the time for the doing of the particular thing shall only be amended by written agreement of the City and the Buyer.

«File\_» - Lot «Lot», Block «Block»

12. In reading and interpreting this Agreement:

- (a) the word “**Buyer**” shall be read and interpreted as in the plural instead of the singular number, if there is more than one party named, and in such case, the terms and conditions of this Agreement shall bind those parties individually as well as jointly;
- (b) the masculine gender shall include the feminine or a body corporate where in this Agreement, the context or the parties require; and
- (c) the word “**shall**” is to be read and interpreted as mandatory and the word “**may**” is to be read and interpreted as permissive.

13. This Agreement may be executed in any number of counterparts, and may be delivered originally, by facsimile, or by electronic transmission in Portable Document Format (“PDF”) and each such original, facsimile copy or PDF copy, when so executed and delivered, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Agreement at the City of Edmonton, in the Province of Alberta, on the day and year first above written.

APPROVED:

THE CITY OF EDMONTON, as represented by  
the Director, Property Transactions, Real Estate,  
Financial and Corporate Services

AS TO CONTENT: \_\_\_\_\_ Per: \_\_\_\_\_  
BARTOSZ JAROCKI (Seal)

BUYER:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: «**First\_Name\_1**» «**Last\_Name\_1**»

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: «**First\_Name\_2**» «**Last\_Name\_2**»

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: «**First\_Name\_3**» «**Last\_Name\_3**»

AFFIDAVIT OF EXECUTION

CANADA )  
PROVINCE OF ALBERTA )  
TO WIT )

I, \_\_\_\_\_  
of the City of Edmonton,  
in the Province of Alberta  
MAKE OATH AND SAY:

1. THAT I was personally present and did see «First\_Name\_1» «Last\_Name\_1» and «First\_Name\_2» «Last\_Name\_2» and «First\_Name\_3» «Last\_Name\_3» named in the within instrument who is/are personally known to me to be the persons named therein, duly sign and execute the same for the purposes named therein;

2. THAT the same was executed at the City of Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto;

3. THAT I know the said «First\_Name\_1» «Last\_Name\_1» and «First\_Name\_2» «Last\_Name\_2» and «First\_Name\_3» «Last\_Name\_3» and he/she/they is/are in my belief of the full age of eighteen (18) years.

SWORN BEFORE ME )  
at the City of Edmonton )  
in the Province of Alberta )  
this day of )  
2022. )  
)  
)  
)  
)  
)  
)

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
A Commissioner for Oaths  
in and for Alberta  
Commission expires

DOWER AFFIDAVIT

CANADA ) I, \_\_\_\_\_  
PROVINCE OF ALBERTA ) of the City of Edmonton,  
TO WIT ) in the Province of Alberta  
) MAKE OATH AND SAY:

1. THAT I am the transferor named in the within instrument.
2. THAT I am not married OR that neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

SWORN BEFORE ME )  
at the City of Edmonton )  
in the Province of Alberta )  
this day of , )  
2022. )  
) \_\_\_\_\_  
) SIGNATURE OF TRANSFEROR  
)  
)  
)

\_\_\_\_\_  
A Commissioner for Oaths  
in and for Alberta  
Commission expires - \_\_\_\_\_

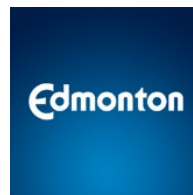
SCHEDULE “C”



The Meadows of  
**Laurel**

(Phase 4)

**Sustainability and Architectural  
Design Guidelines**



## DIRECTORY

*Developer*

**City of Edmonton**  
10<sup>h</sup> Floor, Edmonton Tower  
10111 - 104 Avenue NW  
Edmonton, AB T5J 0J4

Phone: 780-496-6227  
Contact: Sharon Swischook

[MeadowsofLaurel@edmonton.ca](mailto:MeadowsofLaurel@edmonton.ca) or  
[sharon.swischook@edmonton.ca](mailto:sharon.swischook@edmonton.ca)

*Geotechnical Engineer*

**Hoggan Engineering & Testing  
(1980) Ltd.**  
17505 - 106 Avenue NW  
Edmonton, AB T5S 1E7

Phone: 780-489-0990  
Contact: John Tsoi

[jtsoi@jrp.ca](mailto:jtsoi@jrp.ca)

*Surveyor*

**Pals Geomatics Corp.**  
10704 - 176 Street NW  
Edmonton, AB T5S 1G7

Phone: 780-455-3177  
Fax: 780-451-2047  
Contact: Scott Morin

[edmonton@palsgeomatics.com](mailto:edmonton@palsgeomatics.com)

*Design Review Consultant*

**Windward Landtec Inc.**  
12128 121A Street  
Edmonton, AB T5L 0A4

Phone: 780-454-6799  
Fax: 780-454-6896  
Contact: Ray Jacobson  
Web: [www.windwardlandtec.com](http://www.windwardlandtec.com)

[info@windwardlandtec.com](mailto:info@windwardlandtec.com)

*Lot Grading Inspector*

**City of Edmonton**  
3rd Floor, Edmonton Tower  
10111 - 104 Avenue NW  
Edmonton, AB T5J 0J4

Phone: 780-496-5571  
Fax: 780-496-2865  
Contact: Bill Mechalski

[bill.mechalski@edmonton.ca](mailto:bill.mechalski@edmonton.ca)

*Sustainable Certification  
Programs*

**Built Green Canada**  
8615 104 Street  
Edmonton, AB T6E 4G6

Phone: 780-485-0920  
Contact: Jenifer Christenson  
Web: [www.builtgreencanada.ca](http://www.builtgreencanada.ca)

[ichristenson@builtgreencanada.ca](mailto:ichristenson@builtgreencanada.ca)

**Natural Resources Canada's  
EnerGuide**

Web: [nrcan.gc.ca/homes](http://nrcan.gc.ca/homes)

**Canada Green Building  
Council  
(LEED for Homes)**

Phone: (403) 615-0125  
Contact: Lisa Fox

[lfox@cagbc.org](mailto:lfox@cagbc.org)

Canada Green Building Council –  
Alberta Chapter  
C/O Lisa Maria Fox, Regional  
Director  
275 240 Symons Valley Road  
Rocky View County, AB T4B 4N1



**CoEfficient Building Science Ltd.**  
467 Rooney Crescent NW  
Edmonton, AB T6R 1E1

Phone: 780-902-5860  
Contact: Deva Veylan

[dveylan@coeff.ca](mailto:dveylan@coeff.ca)

**Energyspec Energy Consulting and  
Home Inspections Inc.**  
20523 58 Avenue NW  
Edmonton, AB T6M 2Z5

Phone: 780-966-0023  
Contact: David Turnbull

[davet@enerspecconsulting.ca](mailto:davet@enerspecconsulting.ca)

**Enviromatics Group Ltd.**  
Unit 104, 10471 178 Street NW  
Edmonton, AB T5S 1R5

Phone: 780-482-1771  
Contact: Steve Jackson,  
Rob Withrow,  
Mike Woodman

[steve@enviromaticsgroup.com](mailto:steve@enviromaticsgroup.com)  
[rob@enviromaticsgroup.com](mailto:rob@enviromaticsgroup.com)  
[mike@enviromaticsgroup.com](mailto:mike@enviromaticsgroup.com)

Web: [www.enviromaticsgroup.com](http://www.enviromaticsgroup.com)

An up to date list can be found  
here:

<https://www.nrcan.gc.ca/energy-efficiency/energy-efficiency-homes/20546>

DRAFT

## Table of Contents

Overview	5	6.0 Building Materials and Details	11
1.0 Definitions	6	6.1 Foundations and Utility Meters	11
2.0 Design Guidelines – General Information	7	6.2 Exterior Wall Finishes	11
2.1 Fundamentals	7	6.3 Trim	12
2.2 Design Review Consultant	7	6.4 Gable Ends	12
2.3 Buyer Responsibilities	7	6.5 Roof Materials and Overhangs	12
2.4 Municipal Standards	7	6.6 Front Entrances and Doors	13
3.0 Design Approval Process	7	6.7 Windows	13
3.1 Preliminary Design Review (optional)	7	6.8 Soffit and Fascia	13
3.2 Design Approval	7	6.9 Rainware – Eaves, Downspouts and Rain Barrels	14
3.3 Application Revisions	8	6.10 Decks and Railings	14
3.4 Building Permit Application	8	6.11 Chimneys	14
3.5 Construction Reviews	8	6.12 Exterior Lighting and Accessories	14
3.6 Design Review Fees	8	6.13 Colours and Finishing	15
3.7 Design Approval Submission Requirements	8	6.14 Sidewalks, Patios and Stairs	15
4.0 Sustainability Guidelines	9	6.15 Garages and Driveways	16
4.1 Sustainable Certification	9	6.16 Ancillary Buildings / Garden Sheds	16
4.2 Other Sustainable Programs	9	6.17 PV Solar Ready	16
5.0 Design Guidelines	10	7.0 Landscaping / Fencing	
5.1 Site Planning	10	7.1 General Landscaping Requirements	17
5.1.1 Setbacks / Separation Space	10	7.1.1 Plant Material Requirements	18
5.1.2 Siting and Site Coverage	10	7.1.2 Lawn Areas	18
5.1.3 Lot Grading / Plot Plans	10	7.2 Stormwater Collection and Infiltration	18
5.2 Streetscape	10	7.3 Fencing	19
5.2.1 Home Sizes, Massing and Widths	10	7.4 Retaining Walls / Earth Berming	19
5.2.2 Building Heights and Roof Pitch	10	8.0 Subdivision Appearance	19
5.2.3 Home Elevation	10	8.1 Signage	19
5.2.4 Repetition	10	8.2 Excavation Material	19
5.2.5 Corner Lots	11	8.3 Clean-up and Lot Appearance	19
5.2.6 High Visibility and Walk-Out Lots	11	APPENDIX A – Neighbourhood Plan & Driveway Location	20
		APPENDIX B – Preliminary Design Review Form (optional)	21
		APPENDIX C - Subdivision Fencing & Colour	22
		APPENDIX D – Building Plan Approval Application Form	24
		APPENDIX E – Submission Requirements	27
		APPENDIX F – Application for Final Review	28

## Overview

The Developer is dedicated to encouraging and creating more compact and sustainable communities as part of Council's 2050 Vision and 10-year Strategic Plan. The Developer is pleased to introduce The Meadows of Laurel (Phase 4) as shown on the attached neighbourhood plan (Appendix A). This new development incorporates sustainable design and sensitive building practices. The Meadows of Laurel (Phase 4) is a family-friendly community in southeast Edmonton. It is situated within a short walk of:

- a playground;
- park;
- Svend Hansen K-9 school;
- Transit;
- major grocery retailers;
- The Meadows Rec Centre.

The Meadows of Laurel (Phase 4) represents a commitment to the environment by the Developer, homeowners and home builders by providing collaborative opportunities for innovation in energy efficiency and sustainable growth. The Meadows of Laurel (Phase 4) promotes the use of energy-efficient building practices and environmentally responsible home construction by utilizing third party sustainable certification programs such as: the EnerGuide Rating System, BUILT GREEN®, CHBA Net Zero, R-2000 and LEED Canada for Homes. **In addition, ALL homes in The Meadows of Laurel (Phase 4) must be constructed to fulfill the NRCan Solar Ready Guidelines or the Canadian Solar Industries Association (CANSIA) guidelines.**

In order to ensure that the neighborhood develops as a cohesive unit, the Developer has established the Design Guidelines for all builders to meet. The Design Guidelines act as a means to protect the integrity of the development, provide flexible and sustainable options, along with aiding in the maintenance of property values and neighborhood aesthetics.

The Meadows of Laurel (Phase 4) offers RSL - Residential Small Lot Zone lots with front drive access that have been designed and arranged to accommodate a range of home sizes and types, while providing variation to the streetscape.

All requirements are subject to review by the Design Review Consultant and remain at the sole and absolute discretion of the Developer.

## 1.0 Definitions

All terms and words defined in the Design Guidelines shall have the same meaning as ascribed in the sale agreement between the Buyer and the Developer when used in the Design Guidelines, unless otherwise stated.

- **Applicant** – means the Buyer or a person designated by the Buyer who applies to the Design Review Consultant (DRC) for approval of the Plan (as defined in the sale agreement between the Buyer and the Developer) and/or modifications to the Plan previously approved by the DRC;
- **Buyer** – means a buyer of a lot in the Meadows of Laurel (Phase 4) under a sale agreement with the Developer and all permitted assigns;
- **Developer** – means the City of Edmonton acting in its capacity as an owner and developer of real property;
- **Design Guidelines** – means these Sustainability and Architectural Design Guidelines for The Meadows of Laurel (Phase 4);
- **Design Review Consultant or DRC** – means the design review consultant that has been retained by the Developer to administer the Design Guidelines;
- **Home** – means any residential house or dwelling that is constructed on a lot in The Meadows of Laurel (Phase 4);
- **The Meadows of Laurel (Phase 4)** – means that portion of the lands within the City of Edmonton being developed by the Developer and as shown on the attached neighbourhood plan (Appendix A);
- **Municipality** – means the City of Edmonton acting in its capacity as the authority which approves and regulates subdivision, servicing and development;
- **Owner** – means the registered owner(s) of a lot in The Meadows of Laurel (Phase 4);
- **Surveyor** – means a surveyor who is licensed to practice in the Province of Alberta;
- **PV Solar Ready** – means constructed for the future installation of photovoltaic (PV) solar panels in accordance with the NRCan Solar Ready Guidelines or the Canadian Solar Industries Association (CANSIA) guidelines;

## 2.0 Design Guidelines – General Information

### 2.1 Fundamentals

The Design Guidelines ensure that all homes are part of a cohesive neighbourhood rather than simply separate homes. The architecture and landscaping, overall massing and exterior palette of materials are combined into a single functional and attractive streetscape. The Design Guidelines also provide important details and options ensuring that structures are built with attention to energy-efficiency as well as building practices that are environmentally responsible.

The enforcement, administration and interpretation of these Design Guidelines shall be at the discretion of the Developer.

### 2.2 Design Review Consultant

The DRC will work with the Applicant, the Buyer, and the Buyer's architects or designer to ensure that the Design Guidelines are adopted in order to obtain a high quality of planning and design.

The Applicant is encouraged to direct any questions regarding the Design Guidelines directly to the DRC.

### 2.3 Buyer Responsibilities

The Buyer is responsible for fully complying with the Design Guidelines including, without limitation obtaining the Sustainable Certification outlined in section 4.0.

In addition to the Design Guidelines, all homes must fully comply with the most current edition of the Alberta Building Code and the Municipality's Zoning Bylaw. In the event those documents conflict with these Design Guidelines, the Alberta Building Code and Municipality's Zoning Bylaw shall govern.

### 2.4 Municipal Standards

Buyers are strongly encouraged to review all relevant utility plans, rights-of-way documents, engineered fill letter and geotechnical reports as well as the following plans from the Laurel 22 engineering drawings: Lot Grading Plan, Lot Grading Details, Overall Landscaping Plan, Street Furniture Plan, Fencing Details

and Entrance Feature Details. All of these documents are made available on The Meadows of Laurel website.

## 3.0 Design Approval Process

The design approval process has been developed to ensure that all residential development within the Meadows of Laurel (Phase 4) conform to the Design Guidelines. The design approval process must be completed by all Buyers prior to the Buyer applying for a Building Permit. To ensure that the design approval process proceeds in an orderly fashion, it is recommended that the Applicant adheres to the review process outlined.

### 3.1 Preliminary Design Review (optional)

It is recommended that the Applicant submit preliminary information as early in the process as possible. This process will ensure that the proposed design(s) are in conformance with the Design Guidelines, prior to completion of a full set of construction drawings.

Submissions for preliminary design review must include the Preliminary Design Review Registration Form (Appendix B).

### 3.2 Design Approval

An application for design approval shall be submitted to the DRC.

Submissions for design approval must include all of the requirements as outlined in section 3.8 and Appendix E (Submission Requirements).

The DRC will prepare a written review of the design approval submission and issue a requirement for resubmission, recommendation for modification or an approval of the application based on adherence to the Design Guidelines.

**RESUBMISSION** – *A requirement for resubmission will be returned to the Applicant in circumstances where the proposed design contains several conditions which do not conform to the Design Guidelines or, if the proposed design does not conform to the intent of the Design Guidelines. In such cases, the Applicant will be required to resubmit the application along with additional design review fees assessed in accordance with section 3.6. The*

*DRC will prepare a written review of the design approval resubmission and issue a requirement for resubmission, modification or an approval.*

**MODIFICATION** – *A requirement for modification will be returned to the Applicant in circumstances where the proposed design generally meets the requirements of the Design Guidelines, but requires some minor modifications to be fully compliant. Applicants are required to submit all revised materials to the DRC, following which the DRC will prepare a written review of the design approval resubmission and issue a requirement for resubmission, recommendation for modification or an approval.*

**APPROVAL** – *A recommendation for approval will be granted for applications that meet the requirements of the Design Guidelines and will require no further review. A recommendation of approval will outline certain conditions of approval for the home or improvement and will be issued to the Applicant and the Developer.*

The Buyer shall not proceed with stakeout until the DRC has granted design approval in accordance with this section. If design approvals are pending only for the final colour selections then conditional approval and stakeout will be granted while the final colour selections are finalized.

### **3.3 Application Revisions**

Any changes or alterations to applications that have received approval shall require written authorization of the DRC.

Revisions are to be submitted as follows:

- Letter describing requested revisions for approval;
- All drawings required to accurately convey intent of revisions; and
- Applicable design review fees (as per section 3.6).

### **3.4 Building Permit Application**

The Applicant shall not apply to the Municipality for a building permit until it has received the DRC's written design approval in accordance with section 3.2.

### **3.5 Construction Reviews**

During construction, the DRC may complete periodic reviews of the site to ensure conformance with the Design Guidelines. These periodic reviews by the DRC are not intended as an inspection process. A final review to ensure conformance with the approved drawings by the DRC will only be performed in accordance with section 6 of the sale agreement between the Buyer and the Developer. The application for final review form is attached as Appendix F.

### **3.6 Design Review Fees**

Fees for any additional services will be charged to the Buyer as follows:

- Additional Fee for Preliminary Design Review(s): \$125.00
- Additional Design Review(s): \$125.00/hour (to a maximum of \$285.00 for a complete re-approval)
- Additional Final Review: Architectural / Landscape Site Inspection(s): \$125.00/visit  
*Plus GST and disbursements*

### **3.7 Design Approval Submission Requirements**

All drawings submitted for design approval shall contain all of the necessary information and be prepared to a level suitable for building permit application to the satisfaction of the Municipality. All drawings must be to scale, clear and legible. It is preferred that all drawings and required documentation be submitted electronically in PDF format. Half-scaled reductions are preferred to full size drawings (typically formatted to fit on tabloid (11x17) paper size). **Applications are to be submitted as complete sets only (drawings and application form), even if revisions are made to a single drawing.**

Refer to Appendix E for a description of items required for submission.

**Incomplete submissions will not be reviewed and may be returned as incomplete.**

## 4.0 Sustainability Guidelines

### 4.1 Sustainable Certification

The Buyer shall:

- (a) retain a Certified Energy Advisor and provide the contact information of such Certified Energy Advisor to the Development Review Consultant;
- (b) comply with all requirements of the Natural Resources Canada (“NRCan”) EnerGuide program including all applications and registrations as are required and ensure that the Development is constructed in accordance with the NRCanEnerGuide Rating System version 15, achieving an EnerGuide rating of at least 15% lower than “a typical new home” or the “benchmark home” on the Development’s EnerGuide label and upon completion of construction, provide an Energuide label confirming that the Development has been constructed in accordance with this subsection;
- (c) if the Buyer is a Built Green Member, in addition to complying with subsections 4.1(a) and (b), the Buyer shall achieve a minimum of Built Green® Silver rating and upon completion of construction provide a Built Green® Canada label confirming that the Development has been constructed in accordance with this subsection;

(collectively the requirements of this section 4.1 are referred to as the “Sustainable Certification”).

#### Developer Tips:

“A typical new home” or the “benchmark home” referred to on the Development’s EnerGuide Label reflects the home being rated as if it were built using the energy requirements of the National Building Code of Canada 2015, section 9.36.

Builders are encouraged to participate in the Municipality’s Change Homes for Climate - Home Energy Retrofit Accelerator (HERA) program. Participants in the program will receive a \$200 rebate per home towards the cost of each EnerGuide label, up to \$1,000 in total for a maximum of 5 rebates per program year.

Benefits of participation include:

Listing your home on the map is an easy way to inform clients about the energy efficiency of the homes you build so they can compare across different builders. This can be used as an important marketing advantage for high performance builders.

Receive immediate recognition on the website as a champion participating builder.

Further details can be found here:

<https://homes.changeforclimate.ca/participating-home-builders/>

### 4.2 Other Sustainable Programs

Any other sustainable third party certifications, building methods and additional building materials that the Buyer proposes to use in the construction of the Development shall be included in the Building Plan Approval Application Form (Appendix D) and shall be subject to the Development Review Consultant’s approval in accordance with section 3.

#### Developer Tips:

It is **highly recommended** that the Buyer has a **pre drywall blower door test performed by the Certified Energy Advisor** originally retained. The benefit to performing a pre drywall blower door test is to identify any areas of concern that can be easily corrected at this particular stage of construction.

Subject to the Development Review Consultant’s approval set out in section 4.2, the Buyer is encouraged to obtain other approved sustainable third party labelling or certifications, such as:

- Built Green® (Gold or Platinum)
- Canadian Home Builders Association Net Zero or Net Zero Ready
- LEED Canada for Homes

## 5.0 Design Guidelines

### 5.1 Site Planning

#### 5.1.1 Setbacks / Separation Space

Minimum setbacks for all front, rear and side yards are to conform to those established by the Municipality's Zoning Bylaw.

The Municipality's Zoning Bylaw can be found here:

<https://webdocs.edmonton.ca/InfraPlan/zoningbylaw/bylaw12800.htm>

Specifically refer to:

- Part II - Zones, Direct Control Provisions, Overlays and Special Areas > 100 Residential Zones > 115 (RSL) Residential Small Lot Zone.

#### 5.1.2 Siting and Site Coverage

The maximum site coverage is to conform with the Municipality's Zoning Bylaw. Homes are to be sited to complement the overall streetscape and ensure compatibility with adjacent lots. The siting of the homes is to reflect the attributes of topography, views, exposure to sunlight and privacy considerations.

#### 5.1.3 Lot Grading / Plot Plans

Lot grading must adhere to the latest approved Laurel 22 Lot Grading Plan (found on The Meadows of Laurel (Phase 4) website), **not** to adjacent lots or unfinished lanes. The Buyer is responsible for meeting the required grade elevations and ensuring drainage patterns are maintained within the property lines to the satisfaction of the Municipality.

Drainage swales, bioretention areas (rain gardens) and retaining walls, where required and approved must be designed to enhance the site's natural character and conform to the overall approved site grading and drainage plans. Drainage swales, bioretention areas (rain gardens) and retaining walls that are installed by the Developer shall not be altered in any way.

The costs of obtaining proper grading and drainage are the responsibility of the Buyer.

Plot plans must be prepared by an Alberta Land Surveyor (A.L.S.) and include the information required as per Appendix E.

### 5.2 Streetscape

#### 5.2.1 Home Sizes, Massing and Widths

The overall massing and detail of front elevations are important parts of the homes design and should provide a consistency of mass and volume within the streetscape. As such, home widths and sizes must relate proportionately and logically to the width of the lot and to neighbouring homes.

The minimum width of all homes must be within 2'-0" of the recommended building pocket as identified in the neighbourhood plan in Appendix A. The maximum garage offset allowed is 2'-0" or at the discretion of the DRC.

#### 5.2.2 Building Heights and Roof Pitch

The maximum building height is to be in conformance with the Municipality's Zoning Bylaw. The minimum roof pitch is to be 6:12 for any roof on the front elevation facing the street. Secondary roof pitches may be reduced to 5:12 to protect second floor window openings. Bungalows are to have a minimum roof pitch of 7:12. An alternative roof pitch may be considered depending on the style of the home at the discretion of the DRC.

#### 5.2.3 Home Elevation

No home is to have more than 3 risers at the front elevation. If more than 3 risers are required, the run must be split. Any variance will be at the sole discretion of the Developer.

#### 5.2.4 Repetition

Similar elevations shall not be repeated within two (2) lots of each other (XOAX) including those directly across the street. A change of building material alone and/or the reversing of a plan are not sufficient. If it is felt that the adjacent homes are too similar, the DRC will request the Applicant make design changes.



### 5.2.5 Corner Lots

Corner lots with highly visible side and rear elevations must be designed with materials and details similar to the front elevation (i.e. fully detailed windows and trim, shadow bands, gable treatment, box-outs, dormers, columns and porches or verandahs that wrap around from the front of the home).

In order to reduce the scale of corner lots, and to eliminate the appearance of an abrupt end to the streetscape, single storey elements shall comprise a minimum of 20% of the width of the front and flanking street elevations.

All cantilevers, box outs, etc., on visible elevations must include their own roofing and overhang (minimum 12" overhang).

### 5.2.6 High Visibility and Walk-Out Lots

Rear elevations on perimeter and highly visible lots shall consist of proportions and details similar to that of the front elevation. These elevations shall avoid large expanses of blank walls by providing wall openings of appropriate number and size, and sufficient upper floor articulation. All cantilevers and projections on visible elevations must include a separate roof line with overhang.

All walk-out elevations shall utilize a graduated roof line and a combination of details (dormers, decks, roof skirts and balconies) and a minimum of two wall planes to provide sufficient articulation and prevent a three-storey presence.

## 6.0 Building Materials and Details

### 6.1 Foundations and Utility Meters

#### Details

Concrete parging shall not exceed 24" (600mm) above finished grade (to underside of wall cladding material) and should be minimized at the front elevation to 12" (300 mm). Where side and rear elevations are located along slopes (stepped foundations), the parging may be increased at the discretion of the DRC.

Electrical and gas meters are to be located on rear or side elevations and screened from view if highly visible.

### 6.2 Exterior Wall Finishes

#### Built Green® Tip:

*Siding made from cementitious materials, stone, stucco, brick or fiber cement materials are relatively strong, long lasting and fireproof. These properties greatly enhance the building's overall longevity and reduce on-going maintenance.*

#### Details

Broad expanses of siding on the front and other highly visible elevations are to be minimized through the use of trim details, masonry, columns, etc. A change in pattern and materials in order to distinguish volumes is strongly encouraged.

#### Materials

The minimum required primary wall material is to be vinyl siding. Other acceptable materials include painted fibre cement siding (HardiePlank or equivalent), painted engineered wood siding (LP SmartSide Lap or equivalent), painted fiber cement shingle siding (HardieShingle or equivalent) and painted or stained wood shingles.

Stucco (smooth trowel finish) will be permitted as a primary wall material if appropriate to the style or design. Stucco cladding will require extensive trim details at window and door openings.

Masonry is required on all homes and should be limited to areas that reflect structural elements, or as a base material that visually "grounds" the home. Acceptable masonry includes the use of real and/or cultured stone and brick. All masonry must wrap at least 2'-0" around all corners with trim/column detailing.

Alternative elevations without masonry will be considered if appropriate to the design and the level of additional detailing provided.

#### Secondary Materials

Secondary wall materials may consist of composite (cementitious / wood) shingles, high quality vinyl shakes, cedar shakes and board and batten detailing in composite or vinyl.

### 6.3 Trim

#### **Built Green® Tip:**

*Replace conventional trim products with alternates that are clad with prefinished metal. Metals are more durable, long lasting, require no maintenance, and because they are so much more durable (and longer living) than conventional trim products, they eventually reduce waste in landfills. Alternatives such as aluminum are also recyclable.*

#### **Details**

Trim is required around all doors and windows that are visible from the front street or public view, including green space, front street, alley, etc. All doors and windows shall include trim around all 4 sides (except the bottom of doors). Doors and windows shall have a minimum 4" trim in width and shall be of suitable thickness to provide relief from building siding (6" trim is highly recommended).

Corner trim boards are required on all corners of all homes. The requirement for corner boards may be waived at the discretion of the DRC depending on the style of the home and the main body cladding material. Corner trim boards shall have a minimum 4" width (6" is highly recommended).

Where trim is being used adjacent to stone cladding, the trim must be built out to provide relief of ½" minimum.

#### **Materials**

Window, door and corner trim may be fiber cement board (HardieTrim or equivalent), engineered wood (LP SmartSideTrim or equivalent), painted or stained wood, prefinished aluminum and vinyl.

### 6.4 Gable Ends

#### **Details**

Gable end detailing is required on front and flanking corner elevations as well as all high-visibility rear elevations as outlined in Sections 5.2.5 and 5.2.6. Gable end detailing shall differ in material and pattern from those used on the main body of the home. Horizontal vinyl siding is not recommended for use within gable ends.

#### **Materials**

Acceptable materials include painted fibre cement siding (HardiePlank or equivalent), painted engineered wood siding (LP SmartSide Lap or equivalent), smooth trowel finish stucco, painted fiber cement shingle siding (HardieShingle or equivalent) and painted or stained wood shingles.

### 6.5 Roof Materials and Overhangs

#### **Built Green® Tip:**

*A 30-year roof system saves homeowners money in replacement costs, and reduces the use of landfills due to the longevity of the product. Many durable roofing systems are now being offered with up to a 50 year lifespan.*

*Several roofing products now come with a certain minimum percentage of recycled content in them by default. Recycled content roofing material reduces the use of new resources and waste in landfills. Recycled rubber roofing systems can contain approx. 95% recycled materials. From 600 – 1000 rubber tires are used in the production of rubber roofing for an average sized home.*

#### **Details**

Roof forms are to be consistent with the architectural style of the home. The roof is the greatest source of potential heat gain. Light-coloured and reflective roof surfaces are the most effective design strategy to minimize heat gain, and lower cooling demands and costs.

Roof overhangs on the south side of the home should be sized to provide shade in the summer, yet allow sunlight and warmth inside the home during the winter. Overhangs of sufficient size also prevent water from draining directly onto the home and its foundation.

Roof overhangs are to be proportionate to the design of the home. The minimum allowable roof overhang is 18" or as allowed by the DRC to interpret the style of home.

### **Materials**

Roofs may be finished in 30-year (minimum) architectural grade asphalt, recycled rubber shingles (Euroshield or equivalent), concrete roof tiles (Unicrete or equivalent), or composite roof shakes (Enviroshake or equivalent).

Shingle colours shall be appropriate to the architectural style, in light to mid tone shades and must compliment the siding colour as approved by the DRC. Red, green and blue tones will not be approved.

## **6.6 Front Entrances and Doors (all man doors or garage doors visible from front street)**

### **Built Green® Tip:**

*Fiberglass doors may insulate better than steel skinned or wood doors, have a longer lifespan, do not warp, twist or crack, and therefore reduce landfill use. R6 insulated doors (or better) of fiberglass or steel with insulated cores and various internal thermal breaks, are preferable to wood doors which are essentially uninsulated, and are much less durable.*

### **Details**

Covered entries and porches provide shading as well as outdoor living space. The south side is the most critical face of the home to shade. Front porches create a transition from the private space of the home to the public space of the street.

All entry doors should be appropriately detailed and of a design consistent with the style of the home. Doors that incorporate glazing, sidelights or transom windows are strongly encouraged.

All front entrance doors are to be painted in a contrasting deep, vibrant colour or painted to match the trim colour (note: white trim colour will require an alternate accent colour to be used). If doors are wood, they should be stained to match or contrast with the trim colour.

### **Materials**

Entrance doors are to be embossed or raised panel wood, fiberglass, or appropriately patterned (insulated) metal with true or simulated divided lite glass.

## **6.7 Windows**

### **Built Green® Tip:**

*ENERGY STAR labeled windows save energy by insulating better than standard windows, making the home more comfortable all year round, reducing outside noise and resulting in less condensation forming on the window in cold weather.*

### **Details**

Feature windows are encouraged on the front elevation. Large undivided windows are not permitted. Windows on all front and corner elevations require decorative treatment such as muntin bars. Muntin bars are to be of solid materials, not tape and have the appearance of true divided lights.

### **Materials**

All windows are to be constructed of either vinyl or wood with metal clad exterior.

## **6.8 Soffit and Fascia**

### **Built Green® Tip:**

*Fiber cement board is much more durable than plywood, and if installed on the fascia and soffit, made with recycled content from sawmill waste and Portland cement, is a strong, long lasting and fireproof contribution to the roof's durability.*

### **Details**

All homes are required to provide fascia boards and soffits under the eaves.

### **Materials**

Soffits shall be either prefinished aluminum, painted fiber cement (hardieSoffit or equivalent) or painted / stained wood.

Fascia shall be prefinished metal, fiber cement board (HardieTrim or equivalent), of painted engineered wood (LP Smartside Fascia or equivalent). Vinyl Fascia will not be permitted. All Fascia boards are to be 6" wide minimum, although 8" Fascia is recommended.

## 6.9 Rainware – Eaves, Downspouts and Rain Barrels

### Developer Tip:

*The purchase of a good-size rain barrel to which a hose can be attached or a watering can filled can eliminate outdoor use of drinking/tap water. This can save the average homeowner approx. \$95.00 over the summer months and help reduce greenhouse gas emissions.*

### Details

Eaves and downspouts are required on all homes and shall be designed in a manner to minimize their appearance on front and high visibility locations. Downspouts should be installed on side and rear elevations only to minimize the front view.

Downspouts should be located in a manner to limit the channeling of water exiting the downspout and should be directed to permanent on-site stormwater control areas within the landscape (i.e. vegetated swales, infiltration / rain gardens, rain barrels).

**The Buyer should review the 'Notes' on the latest approved Laurel Stage 22 Lot Grading Plan to determine if their lot is required to connect the foundation drain and/or roof leaders (downspouts) of their home to their lot's storm service.** Buyers may not be able to receive their final lot grading approval from the Municipality if they do not conform to this requirement, if applicable. The Laurel 22 Lot Grading Plan can be found on The Meadows of Laurel (Phase 4) website.

It is recommended that downspouts not be directed onto driveways, patios or other hard surfaces. Likewise, downspouts should not be directed toward neighbouring properties unless a suitable swale exists between the properties to ensure adequate drainage away from the homes.

Rain barrels should include an insect screen, drain spout and an overflow spout that directs surplus storm water to control areas (i.e. vegetated swales, infiltration / rain gardens).

### Materials

Eaves and downspouts shall be of prefinished metal and match trim colour of home. Plastic eaves and downspouts are not permitted.

Rain barrels are to be neutral colours that complement the overall color scheme of the home.

## 6.10 Decks and Railings

### Built Green® Tip:

*Deck and verandah surfaces are prone to severe weather exposure, and need to be durable. Materials that last longer reduce landfill usage and tend to require little to no maintenance, saving replacement costs and reducing energy. When possible, wood should come from a sustainably harvested source with certification from Forest Stewardship Council (FSC), Sustainable Forestry Initiative (SFI), or Canadian Standards Association's Sustainable Forest Management Standard (CAN/CSA-z809-02).*

### Details

Front porches and rear decks should have railings in a style to match the architectural theme. All front verandahs or decks are to be enclosed to grade.

### Materials

Acceptable railing materials include (depending on architectural style) metal, wood, metal and glass (acceptable on rear elevation only); and composite materials. Deck corner posts are to be consistent with the overall detailing of the home (minimum of 4" square).

## 6.11 Chimneys

### Details

All chimney flues must be boxed in a corbelled chase in the same finish as the main body of the home.

## 6.12 Exterior Lighting and Accessories

### Built Green® Tip:

*Fluorescent, compact fluorescent, and LED lamps use >50% less energy than standard lamps and last up to ten times longer. LED bulbs are recommended for lighting decorative features or outdoor areas (because they will not be negatively impacted by cold weather).*

### Details

It is recommended that light fixtures shall complement the architectural style of the home. Pot-lights are also recommended in soffit areas to enhance the streetscape appeal.

Address numbers are to be a minimum of 6" in height and are to be located on the front garage elevation or at the front entry door.

### Materials

When possible, materials shall include a lifetime finish. Materials that last longer reduce landfill usage and tend to require little maintenance, saving replacement costs.

## 6.13 Colours and Finishing

### Built Green® Tip:

*Paints or finishes made from recycled content are environmentally friendly because recycling paint reduces the hazardous waste in landfills.*

### Details

Colours cannot be repeated within 2 lots on the same side of the street (XOAX) and will not be permitted directly across the street. Contrasting siding and trim colours are mandatory.

A contrasting accent colour that is complementary to the main body colour and trim colour of the home is encouraged. This colour may be used on accent materials such as shakes or gable treatment. Matching fascia and siding will not be permitted.

All the exterior colour schemes must be approved by the DRC. The DRC will not permit the predominance of one colour within any portion of the area.

## 6.14 Sidewalks, Patios and Stairs

### Built Green® Tip:

*Select concrete produced from aggregates derived from a pit or quarry with a valid reclamation plan approved by Materials and Resources Canada or the governing provincial body. For every one-ton of Portland cement generated, eight tenths of a ton of carbon dioxide is produced. Select concrete products that utilize supplementary cementitious products including fly ash, blast furnace slag as well as metakaolin.*

### Details

Sidewalks and patios shall be constructed of attractive, long lasting materials that are safe and easy to walk on. They should enhance the overall appearance of the home and the adjacent landscape.

All front walks are to be a minimum of concrete with a broom finish, 3'-0" in width.

The use of alternative surfaces / paving materials that use sustainable design strategies such as pervious pavements (that promote infiltration) and pavements with high solar reflectance (reduce heat island effect) are strongly encouraged.

All impermeable surfaces shall be designed to direct storm water runoff toward appropriate infiltration features within the landscape (i.e. vegetated landscape swales and/or infiltration / rain garden). Refer to Sections 7.2 and 7.4.

Poured in place and precast concrete steps are permitted and are to match or compliment the sidewalk leading to the home.

Stairs and porches constructed of pressure treated wood are required to be stained using a colour that matches the trim or a complementary colour pallet to the home. At a minimum, the edges of the porch and stairs must be stained so the view from the street gives the appearance of being stained.

### Materials

Sidewalks and patios shall be constructed of standard "broom finish" concrete, stamped concrete, exposed aggregate or sand blasted concrete. Pervious options include cobbles, natural stone, concrete unit paving, porous concrete unit paving (Expocrete - SF-Rima or equivalent) and composite permeable pavers (Brock White - VAST Pavers or equivalent).

Variations to sidewalk material are subject to review and approval by the DRC. Asphalt paving is not an acceptable material.

## 6.15 Garages and Driveways

### **Built Green® Tip:**

*Ensure attached garage overhead door is insulated with R8 to R12 or greater.*

### **Details**

Attached double front garages are required for all RSL zoned lots.

All garages shall be designed such that their massing, articulation, detailing (including gable ends) and finish materials coordinate with, and do not overwhelm the home (garage doors shall not be a feature of the home). Detached garages are to be consistent in style, finish and colour with the design of the home.

Garage doors must be colour coordinated to match the home. The door should be the same color as the siding or as an alternative may be the same colour as the fascia or trim (note: white trim colour will require an accent colour to be used). A contrasting color for the garage door may be allowed at the discretion of the DRC.

A maximum of 18" must be maintained between the overhead garage door and the eave line. Where the height exceeds 18", additional detailing may be required.

The use of glass panels in garage doors befitting the style of the home is encouraged. Glass panels in garage doors on bungalow homes are required. Sunburst or fan windows are not recommended. The corners of all overhead door openings must be straight (angled corners will not be permitted).

Driveways are to be located in accordance with the most recently approved Laurel Stage 22 Street Furniture Plan (which can be found on The Meadows of Laurel (Phase 4 website). This information is also shown in The Meadows of Laurel (Phase 4) neighbourhood plan (Appendix A). In the event those two plans differ, the Street Furniture Plan shall govern. All driveways are to be a minimum of concrete with a broom finish and shall have a maximum width at the property line of no more than the width of the garage. A wider driveway may be considered if it can be demonstrated that it does not compromise drainage and not detract from the streetscape and landscaping standards.

The use of alternative surfaces / paving materials that use sustainable design strategies such as pervious pavements (that promote infiltration) and pavements with high solar reflectance (reduce heat island effect) are strongly encouraged.

### **Materials**

All Driveways shall be constructed of standard "broom finish" concrete, stamped concrete, exposed aggregate or sand blasted concrete. Pervious options include concrete unit paving, porous concrete unit paving (Expocrete - SF-Rima) and composite permeable pavers (Brock White - VAST Pavers).

Asphalt paving and loose stone aggregate (i.e. gravel) are not permitted as driveway materials.

## 6.16 Ancillary Buildings / Garden Sheds

### **Details**

Where such structures are visible from public adjacencies (perimeter lots, corner lots and lots designated high visibility) they shall be constructed such that their detailing and finish materials coordinate with the approved finishes of the home. Roof style and materials are to match the materials used on the home.

The side wall elevations of accessory buildings/ sheds are recommended to not exceed the height of adjacent fencing.

Accessory buildings on lots designated by the DRC as high visibility must be a minimum of three (3) metres from the rear fence line.

## 6.17 PV Solar Ready

The Buyer shall design and construct the Development to be PV Solar Ready.

### **Developer Tips**

Designing a home to be PV Solar Ready will make the addition of panels in the future much easier. Contact the Canadian Solar Industries Association for more info: [www.cansia.ca](http://www.cansia.ca). Eliminating a potentially large cost at the construction stage can encourage homeowners to install panels later on. By making the home PV Solar Ready, the builder is seen as forward-thinking, and homeowners who might never have considered solar power will be introduced to the concept in a non-threatening and helpful way.

For verification, either use the checklist provided by Natural Resources Canada's Office of Energy Efficiency (oee.gov.gc.ca), or provide the detailed solar ready design which should comply with the technical guidelines posted online by CanSIA at:

<https://www.nrcan.gc.ca/energy/efficiency/housing/research/5141>

Generating local renewable energy is one of the most impactful ways of taking action on climate change. As part of the City of Edmonton's Change Homes for Climate – Solar Program (CHCSP), newly constructed homes are eligible for a rebate of \$0.30/watt towards the cost of the system, up to a maximum amount of 40% of the total eligible cost of the system or \$4,000 per dwelling, whichever is lesser. Rebate stacking is allowed with [Canada's Greener Homes Grant program](#) up to a maximum of 100% of the total investment made by the homeowner.

Further details can be found here:

<https://homes.changeforclimate.ca/solar-rebate-program/>

## 7.0 Landscaping / Fencing

Landscaping shall be an integral part of the overall site planning. The general intent is for Owners to predominantly use drought tolerant, locally grown, indigenous plant species (trees, shrubs, perennials and grasses) for all landscape planting to create a simplified yet strong naturalized landscape environment. The use of plants that do not require irrigation (or reduce potable water consumption for irrigation) but which can survive on available rain water is encouraged.

The character of the landscaping within The Meadows of Laurel (Phase 4) should feel informal, although some limited areas of formal planting may be employed for contrast. The landscaping treatment is intended to provide a consistent and continuous treatment from lot to lot and shall therefore provide a degree of visual continuity throughout the Meadows of Laurel (Phase 4). A limited planting palette with a strategic layout of the plant species that considers winter appearance will strengthen this intent.

Alternate materials to sod (rock and/or bark mulch) will be permitted if the alternate plan meets the objective of these

guidelines to achieve greenery in all front yards within the neighbourhood. The use of hard surface landscaping will require:

- The planting of an additional ten (10) shrubs minimum;
- A variety of rock sizes as well as obvious variations in contours and materials for interest (coloured shale and white rock will not be permitted).

Please be advised the Municipality has landscape requirements (in addition to the above minimum requirements) that can be found here:

[https://www.edmonton.ca/city\\_government/urban\\_planning\\_and\\_design/tree-and-shrub-planting-requirements.aspx](https://www.edmonton.ca/city_government/urban_planning_and_design/tree-and-shrub-planting-requirements.aspx)

It should be noted that landscaping provided by the Developer such as boulevard trees, shrubs or grass shall not be removed, replaced or altered in favour of alternative landscaping elements. For example removing boulevard trees and replacing them with an alternative species or removing boulevard grass and replacing it with stone is strictly prohibited. Removing, replacing, or altering these items may result in repair costs being charged back to the Buyer to return the landscaping elements to their original condition. The location of Developer provided landscaping can be found on the Laurel 22 Overall Landscaping Plan which can be found on The Meadows of Laurel (Phase 4) website.

### 7.1 General Landscaping Requirements

High quality landscaping shall consist of an effective combination of trees, shrubs and groundcovers consisting of grass and approved dry landscape materials. The incorporation of feature gardens, decorative boulders, wood/bark mulch and river rock may also be incorporated and is strongly encouraged in all front yards to enhance the design, but these elements shall not replace the living plant material.

It is the Owners responsibility to landscape the front yard in accordance with the submitted and approved landscape plan. In the case of corner lots, the front yard shall include the flanking side yard to the sidewalk, curb or boulevard and to the rear corner of the home.

### 7.1.1 Plant Material Requirements

**All plant material shall meet or exceed the Canadian**

Nursery Landscape Association (CNLA) Standards and Specifications.

**All landscaping shall:**

- Include the use of established, drought tolerant, locally grown indigenous species (trees, shrubs, perennials) that are hardy to the region;
- Avoid invasive plant species;
- Limit turf / lawn areas;
- Cluster plants with similar water requirements (“water-use” zones);
- Minimize the demand for potable water (irrigation) and synthetic chemicals.

#### **Trees**

The Buyer is required to plant one (1) tree within each front yard. At the time of planting, all required trees must be greater than 6'-0" (1.8M) in height for conifers, and a minimum of 1½"-2" (40-50mm) caliper for deciduous.

All corner lots will require one (1) additional tree (of the same size specification) on the flanking side of the property.

All high visibility lots (being those lots that back onto a public amenity) will require one (1) additional tree (of the same size specification) within the rear yard.

It is encouraged that a mix of coniferous and deciduous trees are utilized within every landscape.

#### **Shrubs**

As a minimum, the Buyer is required to plant four (4) shrubs within a prepared shrub bed. Shrubs shall be a minimum size of 2' wide for spreading varieties and 2' tall for upright varieties at the time of planting.

All high visibility lots (being those lots that back onto a public amenity) will require four (4) additional shrubs (of the same size specification) within the rear yard.

A prepared shrub bed is defined by landscape edging (vinyl, aluminum, poured concrete curbing or spade dug edge), and mulch.

#### **Mulch**

All prepared shrub beds must include a minimum of 4" depth mulch to effectively inhibit weed growth, retain soil moisture, moderate soil temperature and protect plant roots during the winter months.

### 7.1.2 Lawn Areas

All lawn areas shall be minimized by incorporating different purpose areas such as patios, rock gardens, vegetated swales, rain gardens and vegetable gardens.

Sod is required and to be installed over a minimum of 3 ½" to 6" of topsoil. It is recommended to purchase sod that consists of locally adapted rye-fescue blends that require less water, thrive under varying soil conditions, are shade tolerant, require less fertilizer and grow slowly requiring less frequent maintenance.

To keep the weeds down, it is a minimum requirement to sod the rear yard.

All turf should be drought-tolerant fine fescue blends. It is recommended that all turf grass purchased be Water Star certified.

Synthetic grass may be permitted but samples and a proposed landscape plan must be submitted to the DRC for approval prior to implementation.

### 7.2 Storm water Collection and Infiltration

Owners are encouraged to help minimize storm water flows by promoting on-site infiltration through the use of storm water collection / bioretention areas. Bioretention areas, also known as (infiltration) rain gardens typically provide rainwater capture of impervious drainage areas (roof, parking and patio areas) and provide pre-treatment of runoff storm water by allowing the runoff water to enter an infiltration system prior to entering the storm system, percolating back into the ground, or evaporating.



### 7.3 Fencing

Front yard fences shall be set back 1.0M (3'-4") from the front face of the home.

Fencing is an important element in community design as it defines ownership and allows for screening and privacy.

All fencing, repairs and maintenance to such fencing, is recommended to match the approved subdivision fence detail in color and style as per the detail in Appendix B.

Fencing on lots other than that constructed by the Developer in accordance with the sale agreement between the Buyer and the Developer is the responsibility of the Buyer to construct. Fencing locations and types provided by Developer can be found on the neighbourhood plan in Appendix A. Fence details can be found on The Meadows of Laurel (Phase 4) website.

The Buyer/Owner shall be solely responsible for the maintenance of all fencing within their lot, including any fencing that was constructed by the Developer or the Buyer.

### 7.4 Retaining Walls / Earth Berming (recommendations)

In the event retaining walls are required, all walls (locations, heights and materials) shall be approved by the DRC prior to construction. The construction of retaining walls is the responsibility of the Buyer and must not compromise the grading design and drainage of the lot.

#### Details

Retaining walls are not to exceed more than 3'-0" (1.0M) in height unless approval for a higher wall is obtained by the DRC and the wall is designed by a qualified professional Engineer. All retaining walls are to be constructed to blend with the landscape both aesthetically and functionally.

Where mounding or earth berming and contouring are required, smooth transitions – at a recommended maximum 3:1 slope to create undulating natural forms are desired.

#### Materials

Acceptable materials for retaining walls include indigenous natural boulders; concrete faced with stone of earth coloured materials (or a material compatible with the primary building as determined by the DRC), tumbled precast concrete retaining wall block, and pressure treated timber (4x6 or larger).

CAA timber, railway ties and other creosote impregnated materials are not permitted.

## 8.0 Subdivision Appearance

### 8.1 Signage

In order to maintain cohesiveness for signage within the subdivision, all signage must adhere to the Municipality's Bylaw requirements.

### 8.2 Excavation Material

All Buyers must ensure that all excavation is kept within the confines of their lot. Any spillage onto a road, lane, sidewalk or neighbouring lot must be removed immediately or the Developer will arrange for its removal and invoice the buyer for expenses. Care should be taken when excavating lots to avoid undercutting Developer provided fencing or damaging fences with excavation spill piles.

### 8.3 Clean-up and Lot Appearance

Buyers are required to ensure their sub-trades are aware that timely removal of litter and excess construction debris on building sites is mandatory.

Supply of bins by the Buyer is recommended. The Buyer is required to keep their lot clean and orderly during construction. There will be no burning of garbage. Buyers will be given 48 hours notice to comply if abuse is noted. If the Buyer fails to rectify any issues identified in such notice within the time set out therein, the Developer may submit a Bylaw complaint, which could result in penalties to the Buyer if a Municipal Enforcement Officer determines that the property conditions do not meet the applicable municipal standards.

# APPENDIX A - Neighbourhood Plan & Driveway Location



## APPENDIX B PRELIMINARY DESIGN REVIEW FORM (optional)

This FORM must be completed by the Applicant and submitted along with all required plans, and other documents for PRELIMINARY DESIGN REVIEW (optional submission).

Stage: The Meadows of Laurel - Phase 4 Lot \_\_\_\_\_, Block \_\_\_\_\_, Plan \_\_\_\_\_

Civic Address: \_\_\_\_\_

Buyer: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

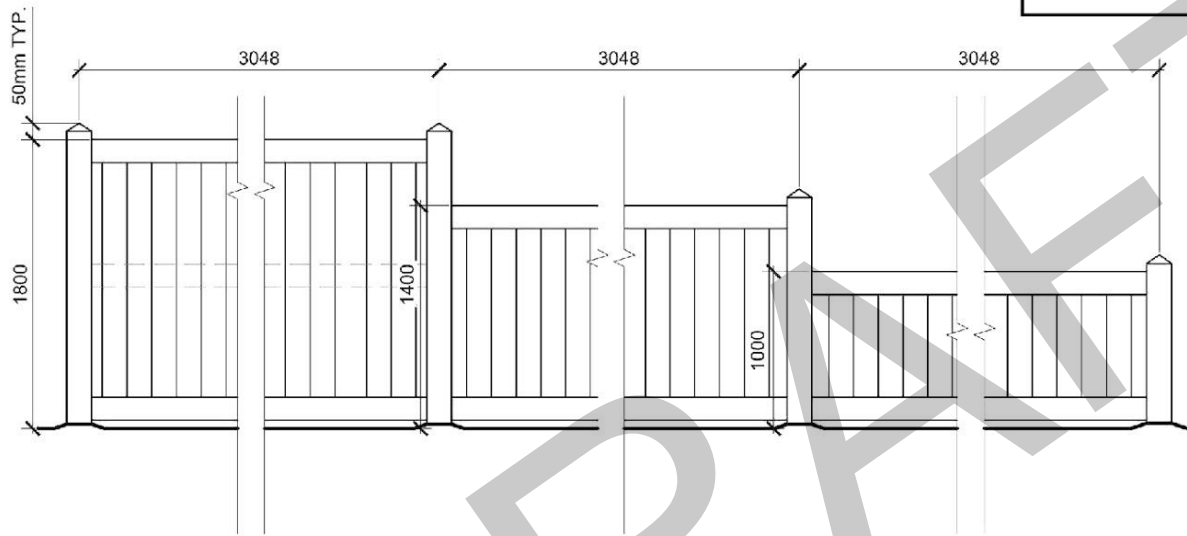
*This Application acknowledges that the plan review is provided as a service and that the Developer and the Design Review Consultant assumes no responsibility for the accuracy of the information provided, or for any losses or damages resulting from the use thereof. This plan review does not guarantee approval for Development Permit or Building Permit by the City of Edmonton.*

Signature of Buyer \_\_\_\_\_ Date \_\_\_\_\_

Received By \_\_\_\_\_ Date \_\_\_\_\_

## APPENDIX C - Subdivision Fencing & Colour

**Stain Colour:** *Cloverdale Paint  
WeatherOne EX206 Sandstone  
B48 CX1Y14 F4*

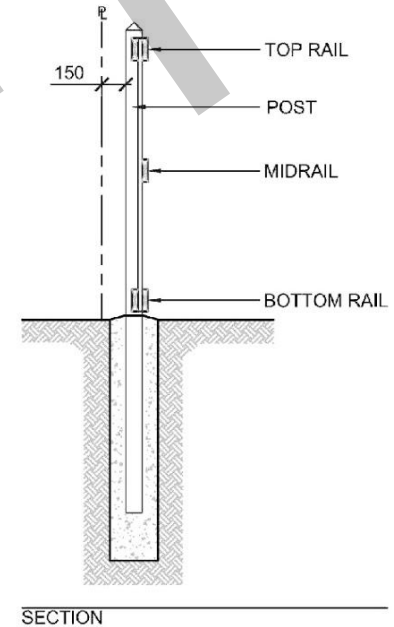
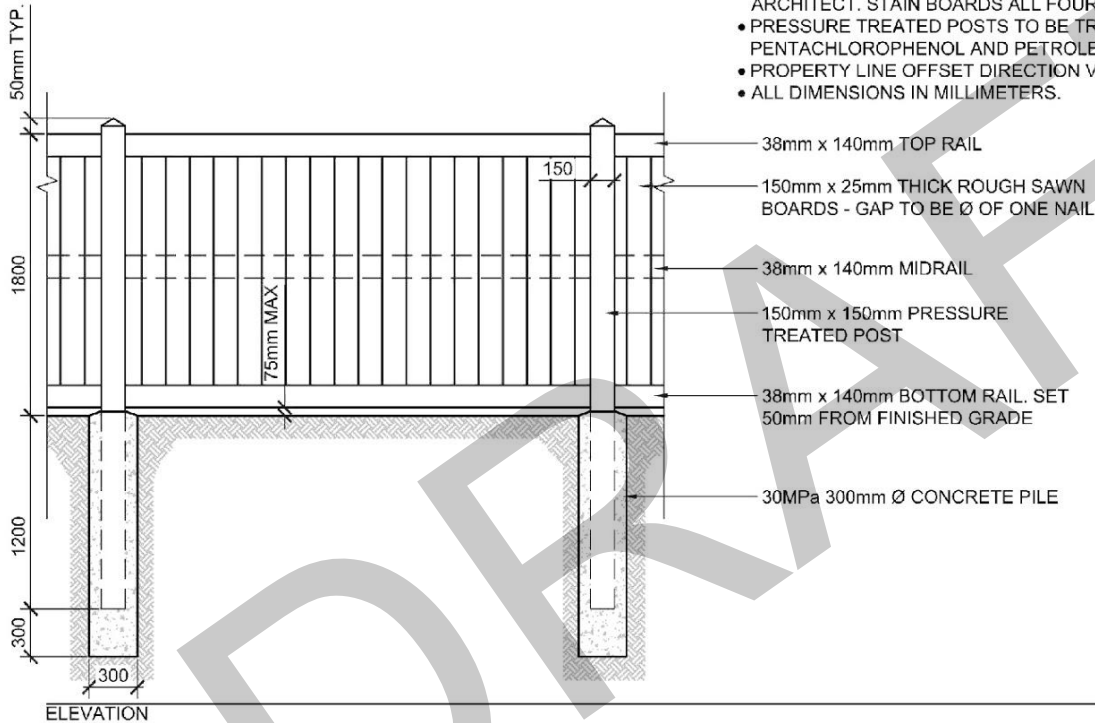
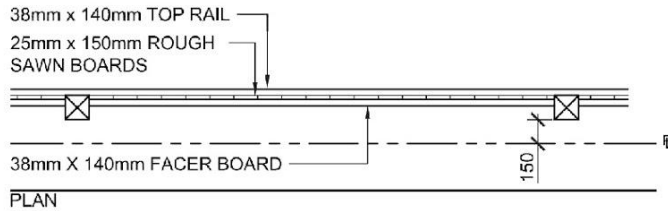


ELEVATION

NOTES:

- REFER TO CONSTRUCTION DETAIL [LA405](#) FOR ALL METHODS AND MATERIALS REGARDING CONSTRUCTION OF WOOD SCREEN FENCING.

### STANDARD STEPDOWN DETAIL



NOTES:

- FENCES INCLUDING THE CONCRETE PILE MUST BE CONSTRUCTED WHOLLY WITHIN PRIVATE PROPERTY.
- FENCES ON PRIVATE PROPERTY SHALL REQUIRE A MINIMUM OF PRESSURE TREATED POSTS AND BOTTOM RAILS. FENCES ON CITY PROPERTY SHALL REQUIRE ALL WOOD MEMBERS ABOVE GROUND TO BE PRESSURE TREATED OR APPROVED EQUAL. ALL WOOD MEMBERS ABOVE GROUND TO BE NON-INCISED.
- ALL NAILS TO BE 60mm SPIRAL GALVANIZED. USE AS REQUIRED TO ENSURE SECURE ASSEMBLY.
- WOOD USED MAY BE LODGEPOLE PINE, FIR, HEMLOCK OR SPRUCE, DEPENDANT ON AVAILABILITY AT TIME OF CONSTRUCTION.
- ALL STAIN TO BE AS PER LANDSCAPE ARCHITECT. APPLY 2 COATS AS PER MANUFACTURERS SPECIFICATIONS. COLOUR TO BE DETERMINED BY LANDSCAPE ARCHITECT. STAIN BOARDS ALL FOUR SIDES PRIOR TO CONSTRUCTION.
- PRESSURE TREATED POSTS TO BE TREATED WITH A SOLUTION OF PENTACHLOROPHENOL AND PETROLEUM TO CSA-080.
- PROPERTY LINE OFFSET DIRECTION VARIES. REFER TO PLAN.
- ALL DIMENSIONS IN MILLIMETERS.

**STANDARD FENCE DETAIL**

**APPENDIX D -**

**BUILDING PLAN APPROVAL APPLICATION FORM**

This BUILDING PLAN APPLICATION FORM must be completed by the Buyer or the Applicant and submitted along with all required plans and other documents for DESIGN GUIDELINE APPROVAL .

Stage: The Meadows of Laurel - Phase 4 Lot \_\_\_\_\_, Block \_\_\_\_\_, Plan \_\_\_\_\_

Civic Address: \_\_\_\_\_

**Buyer:** \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Contractor /Builder** (if other than above): \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Certified Energy Advisor:** \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**LAND USE**

Land Use Designation

**RSL** (single family)

**HOME DESIGN**

**Type**

Bungalow     Bi-Level     Split Level     Two Storey     Other

**Area**

Main Floor \_\_\_\_\_ ft<sup>2</sup> \_\_\_\_\_ M<sup>2</sup>

Second Floor \_\_\_\_\_ ft<sup>2</sup> \_\_\_\_\_ M<sup>2</sup>

Total Floor Area of Primary Home \_\_\_\_\_ ft<sup>2</sup> \_\_\_\_\_ M<sup>2</sup>

Total Floor Area of Secondary Suite (where applicable) \_\_\_\_\_ ft<sup>2</sup> \_\_\_\_\_ M<sup>2</sup>

**FORM**

Roof Style \_\_\_\_\_ Roof Slope \_\_\_\_\_ Fascia Size \_\_\_\_\_

**LANDSCAPE**

Plan Attached

Deciduous trees \_\_\_\_\_ Quantity \_\_\_\_\_ Caliper \_\_\_\_\_

Evergreen trees \_\_\_\_\_ Quantity \_\_\_\_\_ Height \_\_\_\_\_

Shrubs \_\_\_\_\_ Quantity \_\_\_\_\_ Height / Spread \_\_\_\_\_

**BUILDING MATERIALS**

<u>Item</u>	<u>Material</u>	<u>Manufacturer / Reference No.</u>	<u>Colour</u>
Roof.....	_____	_____	_____
Walls – Primary Cladding.....	_____	_____	_____
Walls – Secondary Cladding.....	_____	_____	_____
Walls – Stone Cladding.....	_____	_____	_____
Walls – Foundation Cladding.....	_____	_____	_____
Gable Ends.....	_____	_____	_____
Cornices / Friezes.....	_____	_____	_____
Soffit.....	_____	_____	_____
Fascia.....	_____	_____	_____
Chimney.....	_____	_____	_____
Windows.....	_____	_____	_____
Muntin Bars.....	_____	_____	_____
Window / Door Trim.....	_____	_____	_____
Shutters.....	_____	_____	_____
Front Door.....	_____	_____	_____
Other Doors.....	_____	_____	_____
Garage Door.....	_____	_____	_____
Eavestrough and Rainware.....	_____	_____	_____
Columns.....	_____	_____	_____
Balustrades / Handrails.....	_____	_____	_____
Verandah.....	_____	_____	_____

DRAFT

**BUILDING MATERIALS (SITE WORK)**

Item	Material	Manufacturer / Reference No.	Colour
Walkway (front).....	_____	_____	_____
Walkway (other).....	_____	_____	_____
Driveway.....	_____	_____	_____
Driveway (accent / border) .....	_____	_____	_____
Rear Patio / Deck.....	_____	_____	_____
Retaining Walls.....	_____	_____	_____
Fencing.....	_____	_____	_____

**ADDITIONAL SUSTAINABLE INNOVATIONS (MATERIALS, METHODS, TECHNOLOGY)**

Item	Description	Manufacturer / Reference No.
_____	_____	_____
_____	_____	_____
_____	_____	_____

**DESIGN GUIDELINE DISCLAIMER**

Although a reasonable effort has been made to ensure the accuracy of the contents of these Design Guidelines, the Developer and the DRC cannot be responsible for any errors, omissions or inaccuracies contained herein. The Developer and the DRC can assume no responsibility or liability whatsoever associated with the use of the Design Guidelines contained herein and no representation is made as to the accuracy or completeness of the Design Guidelines herein. The Design Guidelines are subject to amendment and supplementation and any such amendments or supplements are not included herein. To ensure that a complete and accurate copy of these Design Guidelines is being consulted, refer to the then current Design Guidelines and any amendments and supplements held by the Developer.

**I fully understand the above and with my signature agree to all the above terms.**

Signature of Buyer/Applicant \_\_\_\_\_

Date \_\_\_\_\_



# APPENDIX E

## SUBMISSION REQUIREMENTS

Description of Item	Recommended Drawing Scale	Copies Required
<b>BUILDING PLAN APPROVAL APPLICATION FORM (Appendix D)</b> completed entirely and signed by the Applicant.		1
<b>Plot Plan (Survey)</b> prepared by an Alberta Land Surveyor.	1:300 metric	1
<ul style="list-style-type: none"> <li>· Scale – 1:300 metric including North arrow;</li> <li>· Legal Description of property including Municipal address;</li> <li>· All property lines, designated and dimensioned;</li> <li>· Size and location of the proposed building(s) dimensioned to property lines, existing buildings and other structures, where applicable;</li> <li>· All cantilevers (including floor, bay windows, fireplaces, eaves, etc.);</li> <li>· Abutting streets, avenues, reserves, etc. Easements and utility right-of-way labelled and dimensioned, accurately figured, explicit and complete;</li> <li>· Spot elevations around building(s) and drainage direction; and</li> <li>· Dimensions from property line to sidewalk and face of curbs.</li> </ul>		
<b>Home Construction (Working) Drawings</b> , including the following but not limited to:	1:50 metric (1/4" = 1'-0")	
<ul style="list-style-type: none"> <li>· Fully dimensioned and annotated plans of all floors (including proposed geodetic elevations of each);</li> <li>· Fully dimensioned and annotated elevations of all building facades (including roof slopes);</li> <li>· Fully dimensioned and annotated longitudinal section of the primary building;</li> <li>· Roof plan indicating all proposed roof slopes;</li> <li>· All materials and colours on all facades are to be listed on the elevational drawings, and/or in a finish schedule, detailing:               <ul style="list-style-type: none"> <li>· Wall cladding, and all trim (window, door, corner boards, friezes, etc.);</li> <li>· Gable end materials and details;</li> <li>· Roof materials;</li> <li>· Soffit, fascia, and rainware for all roofs (main, porch, dormers);</li> <li>· Porch floor including all stairs / steps to the home and porch; and</li> <li>· Columns, columns bases and balustrades.</li> </ul> </li> </ul>	or 3/16" = 1'-0"	
<b>Landscape Plan</b> (recommended information required) (or larger)	1:300 metric	1
<ul style="list-style-type: none"> <li>· Fully dimensional and annotated plan of all hard surfacing (sidewalks, driveways, patios);</li> <li>· Locations of all proposed tree and shrub planting; and</li> <li>· Schedule of all proposed tree and shrub planting (including quantities and common name)</li> </ul>		

**APPENDIX F**

**APPLICATION FOR FINAL REVIEW**

**Stage:** The Meadows of Laurel - Phase 4 Lot \_\_\_\_\_, Block \_\_\_\_\_, Plan \_\_\_\_\_

Civic Address: \_\_\_\_\_

Buyer: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Contractor /Builder (if other than above): \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Attachments:

- Final lot grading approval pursuant to the *Drainage Bylaw Number 18093* for the Sale Land; and
- Energuide certification label confirming the Development has been constructed in accordance with the Sustainable Certification
- Built Green® Canada label confirming that the Development has been constructed in accordance with the Sustainable Certification (if applicable);

**I have complied with all requirements of these Design Guidelines, including Section 4** and the design guideline approval granted by the Developer and the Design Review Consultant. The home and landscape work are in conformance with the drawings and specifications approved by the Developer and the Design Review Consultant. I acknowledge that the Developer and/or their representatives, shall not be responsible for delays due to unapproved revisions or deficiencies in the construction of the Home and the landscape work.

**Signature of Buyer** \_\_\_\_\_

**Date** \_\_\_\_\_

**Signature of Buyer** \_\_\_\_\_

**Date** \_\_\_\_\_

## CONDITION REMOVAL

To be attached to and forms part of The Meadows of Laurel Sale and Development Agreement (the "Agreement") dated the 19<sup>th</sup> day of April, 2022, between:

**The City of Edmonton**

**&**

**Buyer:** «First\_Name\_1» «Last\_Name\_1» and «First\_Name\_2» «Last\_Name\_2» and «First\_Name\_3» «Last\_Name\_3»

With respect to the property described as:

Municipal Address: «Unit» - «Street\_Ave» \_\_\_\_\_

Legal Description: Plan «Plan», Block «Block», Lot «Lot»

The Buyer confirms that the Soils Condition as set out in section 2.1 of the Agreement is hereby:

satisfied or

waived

The Buyer hereby removes the said Soils Condition.

DATED at \_\_\_\_\_, Alberta, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BUYER:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: «First\_Name\_1» «Last\_Name\_1»

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: «First\_Name\_2» «Last\_Name\_2»

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Name: «First\_Name\_3» «Last\_Name\_3»

«File\_» - Lot «Lot», Block «Block»



CANADA )  
PROVINCE OF ALBERTA )  
TO WIT )  
 )  
I, Kimberly Thurston, of the City of Edmonton, in the  
Province of Alberta, Barrister and Solicitor for The  
City of Edmonton, MAKE OATH AND SAY  
THAT:

1. I am agent in this behalf for the above named Caveator.

2. I believe that The City of Edmonton has a good and valid claim upon the said land, and I say that this caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

SWORN BEFORE ME )  
at the City of Edmonton )  
in the Province of Alberta )  
this day of )  
2022. )

\_\_\_\_\_  
KIMBERLY THURSTON

\_\_\_\_\_  
A Commissioner for Oaths  
in and for Alberta  
Commission expires

CAVEAT

TO: THE REGISTRAR OF THE NORTH ALBERTA  
LAND REGISTRATION DISTRICT

TAKE NOTICE that The City of Edmonton, a Municipal Corporation, claims an estate or interest in the following land namely:

PLAN «Plan»  
BLOCK «Block»  
LOT «Lot»

EXCEPTING THEREOUT ALL MINES AND MINERALS

standing in the Register in the name of The City of Edmonton under an Agreement in writing dated the 19<sup>th</sup> day of April, 2022, and made between The City of Edmonton and «First\_Name\_1» «Last\_Name\_1» and «First\_Name\_2» «Last\_Name\_2» and «First\_Name\_3» «Last\_Name\_3» wherein «First\_Name\_1» «Last\_Name\_1» and «First\_Name\_2» «Last\_Name\_2» and «First\_Name\_3» «Last\_Name\_3» granted unto The City of Edmonton an option to purchase the above described land as buyer, which option is more specifically stated in the said Agreement, a copy of which is attached hereto as Schedule "A".

AND The City of Edmonton forbids the registration of any person as Transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or Certificate of Title, as the case may be, is expressed to be subject to its claim. It appoints The City of Edmonton Legal Services, 9th Floor, Chancery Hall, 3 Sir Winston Churchill Square, Edmonton, Alberta, T5J 2C3, as the place at which notices and proceedings relating thereto may be served.

DATED at Edmonton, Alberta this            day of            , 2022.

\_\_\_\_\_  
KIMBERLY THURSTON  
Solicitor for The City of Edmonton  
Agent for the above named Caveator  
Power of Attorney No. 172268034

CANADA ) I, Kimberly Thurston, of the City of Edmonton, in the  
PROVINCE OF ALBERTA ) Province of Alberta, Barrister and Solicitor for The  
TO WIT ) City of Edmonton, MAKE OATH AND SAY  
) THAT:

1. I am agent in this behalf for the above named Caveator.

2. I believe that The City of Edmonton has a good and valid claim upon the said land, and I say that this caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

SWORN BEFORE ME )  
at the City of Edmonton )  
in the Province of Alberta )  
this day of )  
2022. )

\_\_\_\_\_  
KIMBERLY THURSTON

\_\_\_\_\_  
A Commissioner for Oaths  
in and for Alberta  
Commission expires